



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Consider Resolution Accepting Professional Service Agreement with Stanley Consultants for Design Services for Geneva Business Park III substation and Old Kirk Rd feeder.		
Presenter & Title:	Aaron Holton – Superintendent of Electric Services		
Date:	October 3, 2022		
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			
Estimated Cost: \$362,250		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The Electric Division has identified capacity needs for the Geneva Business Park and the Kirk Rd/Fabyan Parkway corridor. To meet the electric energy and service needs of these areas the Division will need to construct a new substation and feeder. Staff does not have the expertise to undertake the design portion of these projects and has chosen Stanley Consultants for design services.</p> <p>Stanley Consultants has performed these services for the City in the past and their work has been acceptable, on time and on budget.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Memo from Superintendent Holton • Resolution • Professional Service exhibit from Stanley Consultants 			
Voting Requirements:			
<p><i>This motion requires a simple majority of 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 vote; 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 the item should be listed on agenda)</i>			
Recommend Approval of Resolution accepting Professional Service Agreement with Stanley Consultants for design services for Geneva Business Park III substation and Old Kirk Rd feeder in an amount not-to-exceed \$362,250, pending legal review.			



PUBLIC WORKS DEPARTMENT MEMORANDUM

September 29, 2022

Memo To: Mayor Burns and Committee of the Whole

From: Aaron Holton, Superintendent of Electrical Services

Re: Recommendation to enter into a Professional Services Agreement with Stanley Consultants for design service for Geneva Business Park III substation and Old Kirk Rd feeder.

The Electric Division works closely with the planning and economic development departments in the city to forecast load growth and power requirements for future developments. Staff looks at current development projects under construction or soon to be, and projects that have been proposed. Staff also takes external factors into consideration such as lead times for physical hardware and construction times. Using this data staff plans for the service needs into the future.

Taking into consideration the above process, it is the opinion of the Electric Division staff that the existing substations at Geneva Business Park will soon be physically out of space, and eventual transformer capacity, to feed the projected loads in the area. As such, it has been determined to proceed with design and eventual construction of the Geneva Business Park III substation along with a new feeder to service the Kirk Rd/Fabyan Parkway corridors.

These projects will dove-tail with the construction of the Southeast Master Plan (SEMP) area, and allow the City to feed load in SEMP before the construction of the substation for SEMP is completed.

Currently the City does not have the expertise on staff to design these scale of projects. Stanley Consultants was chosen as they are also providing similar service for the Southeast Development project and these two projects will be occurring at the same time. Stanley has also provided design services for the city in the past and in every instance the performance of Stanley Consultants has

been acceptable to city staff, and the projects have been completed on time and within budget.

Staff Recommendations:

It is the staff's recommendation to award a Professional Services Agreement to Stanley Consultants for design of the Geneva Business Park III substation and Old Kirk Rd feeder in an amount not to exceed \$362,250, pending legal review.

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

RESOLUTION NO. 2022-90

RESOLUTION ACCEPTING PROFESSIONAL SERVICE AGREEMENT WITH STANLEY CONSULTANTS FOR DESIGN SERVICES FOR GENEVA BUSINESS PARK III SUBSTATION AND OLD KIRK RD FEEDER IN AN AMOUNT NOT-TO-EXCEED \$362,250, PENDING LEGAL REVIEW

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, on behalf of the City of Geneva, to accept professional service agreement with Stanley Consultants for design services for Geneva Business Park III substation and Old Kirk Rd feeder, pending legal review in the form attached hereto.

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 3rd day of October, 2022

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

Approved by me this 3rd day of October, 2022.

Mayor

ATTEST:

City Clerk

THIS IS AN AGREEMENT made as of _____, 2022, between CITY OF GENEVA, ILLINOIS (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to design new underground circuits along Kirk Road and complete and expansion at Business Park Substation (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. **Special Provisions.** Special provisions to this Agreement, if any, are stated in Exhibit 4.
- 5. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
- 6. 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
- Exhibit 4 - Special Provisions

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 Kamm, Business Development
 Manager

By: _____

Attest: 
 Phillip Schulz, Project Manager

Attest: _____

Address for giving notices:
 STANLEY CONSULTANTS, INC.
 225 IOWA AVE.
 MUSCATINE, IA 52761

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

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

Project Understanding

The Kirk Road Distribution Design will consist of two circuits direct buried in conduit running along the east side of Kirk and old Kirk Road. The circuits will be routed through the new concrete encased duct bank that is being built for the Southeast Development project and be fed from Business Park substation. The direct buried in conduit circuits will start on the north side of E State Street and end on the north side of East Fabyan Parkway at an existing switch. Each circuit will be designed with individual pulling vaults to allow for maintenance to be performed on dead equipment while only taking one circuit out of service. Crossings under E State St., the railroad, and other locations where required due to the density of surface obstructions (driveways) will be directionally bored. All other areas in public ROW are anticipated to be trenched. A conduit for communications fiber will be included south of the ice arena to connect existing communications to the Southeast Development.

Also, in support of this new distribution a third 12/16/20 MVA, 34.5-12.47kV transformer will be installed at Business Park substation, as the current loading on the two existing transformers is coming close to capacity. This will involve the high side infrastructure including 34.5kV riser, circuit switcher metering and bus work. The new transformer will be installed on an existing transformer foundation. This will be connected by underground cable connection in existing conduits to the third switchgear unit that is being installed as part of the Kautz Road project. Additional shielding will also be required to protect the new transformer.

The scope of services described herein is developed in seven phases, each with several tasks. Each task has a defined scope of work and deliverable(s). The tasks have been developed and arranged such that each task will build on the deliverables developed during previous tasks. The following is a description for each of the phases and associated tasks.

Phase 1 Predesign Activities

Phase 1 will commence with the Notice-to-Proceed. During this phase, all tasks required to be completed before detailed design will be provided, for example data collection.

Task 1.1 General and Administrative

The objective of this task is to establish a clear understanding of the procedures to be adhered to throughout the project. Detailed task descriptions, specific schedules, control and reporting methods, and quality control programs will be developed and reviewed by all concerned parties. This task will commence with a project kick-off meeting and continue throughout the project, with specific deliverables being made on a mutually agreeable schedule.

1.1.1 Scheduling

A project design schedule using Microsoft Project will be developed and maintained by CONSULTANT. The design schedule identifying Project Milestones, such as completion dates for deliverables, will be maintained.

Deliverables:

- Baseline Schedule and periodic Schedule updates

1.1.2 Status Reporting

CONSULTANT will maintain contact with CLIENT to provide informal, timely project status, and coordination requirements. Significant issues will be conveyed to CLIENT, in writing, as they arise.

Deliverables:

- Periodic Status Reports
- Telephone Conference Review Meetings

1.1.3 Review Meetings

CONSULTANT will maintain contact with CLIENT through teleconference meetings. The Scope of Work includes one teleconference with CLIENT regarding each of the three procurement packages.

Deliverables:

- Review Meetings via Teleconference (three meetings)
- Meeting Notes

1.1.4 Weekly Coordination Meetings

Due to complexity of this project and importance of schedule, CONSULTANT will hold weekly internal coordination meetings. These will be held during the design stage, and used to coordinate work, schedule and submittals.

Deliverables:

- Internal coordination meetings

Task 1.2 Project Kick-Off

The project kick-off meeting was held prior to this scope and information was provided to scope this project. There will not be an additional kick-off meeting after the notice-to-proceed.

Task 1.3 Survey and Geotech

A Survey and Geotech Report will need to be prepared by Others prior to detailed design for use in the foundation, grounding, and grading design. A bid specification will be prepared by CONSULTANT and provided to CLIENT to procure a survey and geotechnical company to provide these documents.

1.3.1 Survey

CONSULTANT will provide a technical specification and limits sketch to CLIENT for procurement of a licensed surveyor to survey the substation and distribution area for use in design. The survey will include topographic as well as below grade obstacles. CLIENT will procure survey company and provide survey to CONSULTANT for their use.

Deliverables:

- Survey Specification
- Limits Sketch

1.3.2 Geotech

CONSULTANT will provide a technical specification and boring location sketch to CLIENT for procurement of a geotechnical firm to provide soil boring report including soil resistivity measurements in the substation and distribution area for use in design. CLIENT will procure geotechnical company and provide Geotech report to CONSULTANT for their use.

Deliverables:

- Geotech Specification
- Boring Location Sketch

Phase 2 Transformer Specifications/Procurement Package

General

This Phase will commence after the notice-to-proceed has been received and will coincide with Phase 3. CONSULTANT will prepare technical specifications and procurement documents required for bidding and construction of one 34.5-12.47 kV 20 MVA LTC transformer. EJCDC front-end documents will be used for procurement of the transformers.

Task 2.1 Procurement Specifications

The objective of this task is to develop the technical and administrative specifications for use in procuring new transformers. The transformer will be 34.5-12.47 kV 20 MVA transformers with LTC. The Kirk Road Substation Transformer specification will be used as a basis for this development. The spec will dimension requirements added to it to allow it to be installed on the existing concrete foundation at Business Park.

Deliverables:

- Transformer Technical Specification
- EJCDC Procurement Documents

Task 2.2 Bidding Services

CONSULTANT will provide procurement bidding documents to CLIENT. The CLIENT will solicit bids from qualified transformer manufactures. CONSULTANT services for this task include issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

Deliverables:

- Issue Addenda
- Recommendation for Award of Transformer Contract

- Conformed Contract

Task 2.3 Shop Drawing Review

CONSULTANT will review requested vendor submittals and stamp as “Reviewed,” “Reviewed as Noted,” “Resubmit,” or “For Information Only.” Task includes CONSULTANT’s single review of one full set of Transformer Shop Drawings.

Deliverables:

- Transformer Shop Drawing Review

Phase 3 Substation Package Specifications/Procurement Package

Phase 3 will commence after the notice-to-proceed has been received and will coincide with Phase 2. Technical specifications and shop drawings review will be provided. EJCDC front-end documents will also be provided by CONSULTANT.

Task 3.1 Substation Package Specifications

The objective of this task is to develop the technical and administrative specifications for use in procuring substation steel, bus, and fittings. Circuit switchers and VTs will also be part of this package. A one-line, plan drawing, and elevation drawing of substation will be provided with the specification for use in bidding.

Deliverables:

- Steel Technical Specification
- Equipment Technical Specification
- Materials Technical Specification
- EJCDC Procurement Documents
- One-Line Diagram
- Plan and Elevation Drawings

Task 3.2 Bidding Services

CONSULTANT will provide construction bidding documents to CLIENT. CLIENT will solicit bids from qualified package contractors. CONSULTANT services for this task include issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

Deliverables:

- Issue Addenda
- Recommendation for Award of Package Contract
- Conformed Contract

Task 3.3 Shop Drawing Review

CONSULTANT will review requested vendor and contractor submittals and stamp as “Reviewed,” “Reviewed as Noted,” “Resubmit,” or “For Information Only.” Task includes CONSULTANT’s single review of one full set of Steel Computations and Shop Drawings and one full set of Equipment and Material Shop Drawings.

Deliverables:

- Steel Computations and Shop Drawing Review
- Equipment and Material Shop Drawing Review

Phase 4 Distribution Design/Specifications/Construction Package

Phase 2 will commence after receipt of geotechnical and survey data procured in Phase 1. Technical specifications and shop drawings review will be provided. EJCDC front-end documents will also be provided by CONSULTANT.

Task 4.1 Distribution Construction Design Drawings and Specifications

The objective of this task is to develop the design plan and profile drawings, detail drawings and technical and administrative specifications for use in constructing the new distribution circuits in direct buried conduit along Kirk Road and terminating at or near the new SE Development substation. This would include civil, structural, and electrical design. Drawings provided from the vendors, as well as additional design drawings to aid in construction will be part of the construction documents. Specifications to procure these services would be provided by CONSULTANT after a site has been verified by CLIENT. In addition, previous design

drawings of the concrete encased duct bank from the Business Park Substation to East State Street will be verified and included in the construction bidding package.

Deliverables:

- Duct Bank Technical Specification
- Grading Technical Specification
- Construction Technical Specification
- EJCDC Contract Documents
- Vendor Drawing
- Design Drawings
- Cable Thermal Ampacity Calculations
- Cable Pulling Calculations (Pulls limited to 600' due to truck installation capacity)
- SWPPP Plan

Task 4.2 Bidding Services

CONSULTANT will provide construction bidding documents to CLIENT. CLIENT will solicit bids from qualified construction contractors. CONSULTANT services for this task include attending a prebid meeting, issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

Deliverables:

- Attending Prebid Meeting
- Issue Addenda
- Recommendation for Award of Construction Contract
- Conformed Contract

Task 4.3 Shop Drawing Review

CONSULTANT will review requested contractor submittals and stamp as "Reviewed," "Reviewed as Noted," "Resubmit," or "For Information Only." Task includes CONSULTANT's single review of one full set of Material Shop Drawings.

Deliverables:

- Material Shop Drawing Review

Phase 5 Substation Design/Specifications/Construction Package

Phase 5 will commence after Phases 2, and 3. A site location will also need to be selected by CLIENT. Technical specifications and shop drawings review will be provided. EJCDC front-end documents will also be provided by CONSULTANT.

Task 5.1 Substation Construction Specifications

The objective of this task is to develop the technical and administrative specifications for use in constructing the 34.5kV infrastructure and transformer installation for the third transformer at Business Park substation. This would include civil, structural, and electrical design. Drawings provided from the vendors, as well as additional design drawings to aid in construction will be part of the construction documents. This would also involve coordination with ComEd as they will be responsible for the design of the underground 34.5kV circuit connecting to this new transformer. Additional items that would be required during this phase would be testing specification. Technical specification to procure these services would be provided by CONSULTANT to CLIENT to procure an independent testing firm to test contractor's work.

Deliverables:

- Foundation Technical Specification
- Grading Technical Specification
- Construction Technical Specification
- EJCDC Contract Documents
- Vendor Drawing
- Design Drawings
- Testing and Commissioning Specification
- Relay Settings

Task 5.2 Bidding Services

CONSULTANT will provide construction bidding documents to CLIENT. CLIENT will solicit bids from qualified construction contractors. CONSULTANT services for this task include attending a prebid meeting, issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

Deliverables:

- Attend Prebid Meeting
- Issue Addenda
- Recommendation for Award of Construction Contract
- Conformed Contract

Task 5.3 Shop Drawing Review

CONSULTANT will review requested contractor submittals and stamp as “Reviewed,” “Reviewed as Noted,” “Resubmit,” or “For Information Only.” Task includes CONSULTANT’s single review of one full set of Material Shop Drawings.

Deliverables:

- Material Shop Drawing Review

Phase 6 Construction Site Visits

CONSULTANT’s scope of work includes attending a construction kick-off meeting and performing a final walk-through inspection for the Distribution contract.

Task 6.1 Construction Kick-Off

The objective of this task is to conduct a construction kick-off meeting with CLIENT and award construction contractor at CLIENT’s office for the Distribution contract. CLIENT, CONSULTANT, and construction contractor will participate in a site visit following the meeting.

Deliverables:

- Meeting Agenda
- Meeting Notes

Task 6.3 Final Walk-Through Inspection

The objective of this task is to assist CLIENT in final on-site review of construction contractor’s work in accordance with the specification. Punchlist items will be compiled into a final report to be given to construction contractor for correction. A final walk-through will be performed for the Distribution contract.

Deliverables:

- Meeting Notes
- Punchlist

Phase 7 Installation Record Drawings

In this phase, CONSULTANT will create the installation record drawings for the project by incorporating changes noted on the construction drawings.

Task 7.1 Record Drawings

The objective of this task will be to produce Installation Record Drawings for the substation and transmission portion of the project by incorporating changes noted on the construction drawings. The construction contractor will transmit one submittal of consolidated construction drawings with red-lines to indicate changes, to CONSULTANT. CONSULTANT will incorporate the changes and provide CLIENT with final record drawings in MicroStation digital format.

Deliverables:

- Substation Installation Record Drawings
- Transmission Installation Record Drawings

Schedule

Engineering for this project will commence upon receipt of a fully executed agreement and is assumed to be completed by Nov 31st, 2024.

Phases 2 and 3 could be completed concurrently as stated above, or could be staggered to assist with funding. One item to note on the schedule of the Phases 2 and 3 is the lead time for the items that are being procured. Current estimated lead times are:

Equipment	Lead Time
Transformer	90-110 Weeks
Steel	12-20 Weeks
Circuit Switcher	60-80 Weeks
VT	60-80 Weeks

It is recommended, however, that Phase 3 and Phase 5 be separated. It has been our experience, in the past, that steel procurement is not completed by the construction contractor. With the steel in a separate contract, it is advantageous to have the vendor that is providing the steel also provide the equipment, as it aids in coordination between these items being the responsibility of one entity.

Deliverable Format and Distribution

Submittal of the design package deliverables, as listed above, will be made as outlined. All submittals shall be concurrently submitted via email in electronic format as PDF files, plus paper submittals in accordance with the following table:

Phase	Deliverables	Number of Sets
Preliminary Design	Electronic via Email or FTA Site	1
Bidding Documents	Electronic via Email or FTA Site	1
Conformed Documents	Documents: 8-1/2" x 11"	2*
	Drawings: 11" x 17"	2*
	Drawings: Full Size, Stamped	2*
	Electronic via Email or FTA Site	1
General Correspondence	Electronic via Email and PDF	Distribution, as appropriate
Notes:		
*Two hard copy sets of conformed documents consists of one set for CLIENT and one set for vendor/manufacturer.		

Documents	Format	Method of Transmittal
General Correspondence	PDF	Email
Specifications	Microsoft Word (PDF)	Email or via FTA Site
Review Drawings	PDF	Email or via FTA Site
Issued for Bidding (IFB) Drawings, PE Sealed**	Scanned PDF***	FTA Site
Record Drawings	PDF and MicroStation	FTA Site
<p><u>Notes:</u></p> <p>**Issued for Bid Documents will be sealed by a Professional Engineer registered in the State of Illinois with signature and date.</p> <p>***The physically stamped drawing will be scanned to electronic format and issued as an Adobe PDF file for record. MicroStation format drawings will not contain signatures.</p>		

Work Not Included in Proposal

Work not specifically listed in Exhibit 1 is not included in the proposal provided by CONSULTANT. Specific exclusions of this proposal are as follows:

- System Fault Data (provided by CLIENT)
- Permitting Assistance
- Route Survey
- Geotechnical Study
- Testing and Commissioning
- Procurement of Material and Equipment
- Design at Remote Ends

Additional Services

CONSULTANT can, at CLIENT's request, provide assistance in items stated in the "Work Not Included in Proposal" section above. Additional services authorized in writing by CLIENT and accepted by CONSULTANT will be compensated as mutually-agreed upon.

Fee

Based on the services identified in Exhibit 1 – Scope of Services, Phases 1 through 7, the CONSULTANT will provide professional services on an Hourly Fee and Expense basis with a not-to-exceed fee of three Hundred Sixty-Two Thousand Five Hundred Sixty Dollars (\$362,250).

Invoices will be submitted monthly for time and expenses incurred during the month based on the attached hourly fee schedule and expenses.

Hourly Rates

Compensation for office-based personnel in the U.S. for time in the performance of the work, including travel time, shall be in accordance with the following Hourly Rates.

Client	City of Geneva
Description	Fiscall Year 2022-2023 Hourly Fees
Location	Geneva, IL

Hourly Rates subject to revision on or after **2 Apr 2023**

Billing Category*	Hourly Rate
BC-03	\$82.00
BC-04	\$94.50
BC-05	\$107.00
BC-06	\$120.00
BC-07	\$133.00
BC-08	\$145.00
BC-09	\$157.50
BC-10	\$170.00
BC-11	\$182.50
BC-12	\$196.00
BC-13	\$208.00
BC-14	\$220.50
BC-15	\$233.00
BC-16	\$245.50
BC-17	\$258.50
BC-18	\$271.00
BC-19	\$283.50
BC-20	\$296.00
BC-21	\$308.50

** Representative Labor Classifications for each BC can be provided upon request*



EXPENSES AND OTHER CHARGES

Fiscal Year 2022-2023

- I. 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 | \$0.67/mile |
| Automobile Assigned to Project Site | \$48.00/cal. day |
| Four-Wheel Drive Vehicles | \$0.80/mile |
| Four-Wheel Drive Vehicles Assigned to Project Site | \$60.00/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 |
| Equipment Rental | At Cost |
| Laboratory Work | At Cost |
| Soils Testing and Analysis | At Cost |
| Outside Photographic Work | At Cost |
| Technical Testing and Surveying Equipment | (schedule supplied upon request) |
- II. 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.
- III. Subconsultant fees will be billed with the addition of a contract management and risk markup of not more than 10%. Subconsultant markups will be stated and agreed to ahead of engagement.
- IV. Charges are subject to revision on or after March 31, 2023.



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.



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of Oct. 25, 2022, between CITY OF GENEVA, ILLINOIS (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to design new underground circuits along Kirk Road and complete and expansion at Business Park Substation (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.
4. Special Provisions. Special provisions to this Agreement, if any, are stated in Exhibit 4.
5. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
6. 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
Exhibit 4 - Special Provisions

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: [Signature]
Eric Kamm, Business Development Manager

By: [Signature]
Stephanie K. Dawkins

Attest: [Signature]
Phillip Schulz, Project Manager

Attest: [Signature]
Deputy Clerk

Address for giving notices:

Address for giving notices:

STANLEY CONSULTANTS, INC.
225 IOWA AVE.
MUSCATINE, IA 52761

City of Geneva, Illinois
22 South First Street
Geneva, IL 60134

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.



1.1.4 Weekly Coordination Meetings

Due to complexity of this project and importance of schedule, CONSULTANT will hold weekly internal coordination meetings. These will be held during the design stage, and used to coordinate work, schedule and submittals.

Deliverables:

- Internal coordination meetings

Task 1.2 Project Kick-Off

The project kick-off meeting was held prior to this scope and information was provided to scope this project. There will not be an additional kick-off meeting after the notice-to-proceed.

Task 1.3 Survey and Geotech

A Survey and Geotech Report will need to be prepared by Others prior to detailed design for use in the foundation, grounding, and grading design. A bid specification will be prepared by CONSULTANT and provided to CLIENT to procure a survey and geotechnical company to provide these documents.

1.3.1 Survey

CONSULTANT will provide a technical specification and limits sketch to CLIENT for procurement of a licensed surveyor to survey the substation and distribution area for use in design. The survey will include topographic as well as below grade obstacles. CLIENT will procure survey company and provide survey to CONSULTANT for their use.

Deliverables:

- Survey Specification
- Limits Sketch

1.3.2 Geotech

CONSULTANT will provide a technical specification and boring location sketch to CLIENT for procurement of a geotechnical firm to provide soil boring report including soil resistivity measurements in the substation and distribution area for use in design. CLIENT will procure geotechnical company and provide Geotech report to CONSULTANT for their use.

Deliverables:

- Geotech Specification
- Boring Location Sketch

Phase 2 Transformer Specifications/Procurement Package

General

This Phase will commence after the notice-to-proceed has been received and will coincide with Phase 3. CONSULTANT will prepare technical specifications and procurement documents required for bidding and construction of one 34.5-12.47 kV 20 MVA LTC transformer. EJCDC front-end documents will be used for procurement of the transformers.

Task 2.1 Procurement Specifications

The objective of this task is to develop the technical and administrative specifications for use in procuring new transformers. The transformer will be 34.5-12.47 kV 20 MVA transformers with LTC. The Kirk Road Substation Transformer specification will be used as a basis for this development. The spec will dimension requirements added to it to allow it to be installed on the existing concrete foundation at Business Park.

Deliverables:

- Transformer Technical Specification
- EJCDC Procurement Documents

Task 2.2 Bidding Services

CONSULTANT will provide procurement bidding documents to CLIENT. The CLIENT will solicit bids from qualified transformer manufactures. CONSULTANT services for this task include issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

Deliverables:

- Issue Addenda
- Recommendation for Award of Transformer Contract



drawings of the concrete encased duct bank from the Business Park Substation to East State Street will be verified and included in the construction bidding package.

Deliverables:

- Duct Bank Technical Specification
- Grading Technical Specification
- Construction Technical Specification
- EJCDC Contract Documents
- Vendor Drawing
- Design Drawings
- Cable Thermal Ampacity Calculations
- Cable Pulling Calculations (Pulls limited to 600' due to truck installation capacity)
- SWPPP Plan

Task 4.2 Bidding Services

CONSULTANT will provide construction bidding documents to CLIENT. CLIENT will solicit bids from qualified construction contractors. CONSULTANT services for this task include attending a prebid meeting, issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

Deliverables:

- Attending Prebid Meeting
- Issue Addenda
- Recommendation for Award of Construction Contract
- Conformed Contract

Task 4.3 Shop Drawing Review

CONSULTANT will review requested contractor submittals and stamp as "Reviewed," "Reviewed as Noted," "Resubmit," or "For Information Only." Task includes CONSULTANT's single review of one full set of Material Shop Drawings.

Deliverables:

- Material Shop Drawing Review

Phase 5 Substation Design/Specifications/Construction Package

Phase 5 will commence after Phases 2, and 3. A site location will also need to be selected by CLIENT. Technical specifications and shop drawings review will be provided. EJCDC front-end documents will also be provided by CONSULTANT.

Task 5.1 Substation Construction Specifications

The objective of this task is to develop the technical and administrative specifications for use in constructing the 34.5kV infrastructure and transformer installation for the third transformer at Business Park substation. This would include civil, structural, and electrical design. Drawings provided from the vendors, as well as additional design drawings to aid in construction will be part of the construction documents. This would also involve coordination with ComEd as they will be responsible for the design of the underground 34.5kV circuit connecting to this new transformer. Additional items that would be required during this phase would be testing specification. Technical specification to procure these services would be provided by CONSULTANT to CLIENT to procure an independent testing firm to test contractor's work.

Deliverables:

- Foundation Technical Specification
- Grading Technical Specification
- Construction Technical Specification
- EJCDC Contract Documents
- Vendor Drawing
- Design Drawings
- Testing and Commissioning Specification
- Relay Settings

Task 5.2 Bidding Services



Phases 2 and 3 could be completed concurrently as stated above, or could be staggered to assist with funding. One item to note on the schedule of the Phases 2 and 3 is the lead time for the items that are being procured. Current estimated lead times are:

Equipment	Lead Time
Transformer	90-110 Weeks
Steel	12-20 Weeks
Circuit Switcher	60-80 Weeks
VT	60-80 Weeks

It is recommended, however, that Phase 3 and Phase 5 be separated. It has been our experience, in the past, that steel procurement is not completed by the construction contractor. With the steel in a separate contract, it is advantageous to have the vendor that is providing the steel also provide the equipment, as it aids in coordination between these items being the responsibility of one entity.

Deliverable Format and Distribution

Submittal of the design package deliverables, as listed above, will be made as outlined. All submittals shall be concurrently submitted via email in electronic format as PDF files, plus paper submittals in accordance with the following table:

Phase	Deliverables	Number of Sets
Preliminary Design	Electronic via Email or FTA Site	1
Bidding Documents	Electronic via Email or FTA Site	1
Conformed Documents	Documents: 8-1/2" x 11"	2*
	Drawings: 11" x 17"	2*
	Drawings: Full Size, Stamped	2*
	Electronic via Email or FTA Site	1
General Correspondence	Electronic via Email and PDF	Distribution, as appropriate
Notes:		
*Two hard copy sets of conformed documents consists of one set for CLIENT and one set for vendor/manufacturer.		



Fee

Based on the services identified in Exhibit 1 – Scope of Services, Phases 1 through 7, the CONSULTANT will provide professional services on an Hourly Fee and Expense basis with a not-to-exceed fee of three Hundred Sixty-Two Thousand Five Hundred Sixty Dollars (\$362,250).

Invoices will be submitted monthly for time and expenses incurred during the month based on the attached hourly fee schedule and expenses.



Stanley Consultants

EXPENSES AND OTHER CHARGES

Fiscal Year 2022-2023

- I. 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	\$0.67/mile
Automobile Assigned to Project Site	\$48.00/cal. day
Four-Wheel Drive Vehicles	\$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$60.00/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
Equipment Rental	At Cost
Laboratory Work	At Cost
Soils Testing and Analysis	At Cost
Outside Photographic Work	At Cost
Technical Testing and Surveying Equipment	(schedule supplied upon request)

- II. 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.
- III. Subconsultant fees will be billed with the addition of a contract management and risk markup of not more than 10%. Subconsultant markups will be stated and agreed to ahead of engagement.
- IV. Charges are subject to revision on or after March 31, 2023.



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.

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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