



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Professional Services Agreement for the Study of Utility Scale Solar, Storage and Carbon Offsets.		
Presenter & Title:	Aaron Holton Superintendent of Electric Services		
Date:	November 6, 2023		
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: ES-II EMS-II			
Estimated Cost: \$139,250.00	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 was tasked with studying Utility Scale Solar within the Geneva corporate limits as part of the 2023/24 budget. The Division staff does not possess the expertise to undertake such a study and a Request for Proposals for Professional Services was advertised with four firms responding.</p> <p>After careful evaluation, the proposal from Interface Engineering is recommended for a Professional Services Agreement to undertake the study.</p>			
Attachments: (please list)			
<ul style="list-style-type: none"> • Memo from Superintendent Holton • Resolution • Professional Services Agreement from Interface Engineering 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons 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: (how the item should be listed on agenda)			
<p>Recommend Approval of Resolution Awarding Professional Service Agreement to Interface Engineering for the Study of Utility Scale Solar, Storage and Carbon Offsets for the City of Geneva in the amount of \$139,250.00.</p>			



PUBLIC WORKS DEPARTMENT
MEMORANDUM

October 16, 2023

Memo To: Mayor Burns and Committee of the Whole
From: Aaron Holton, Superintendent of Electrical Services
Re: Recommendation for Professional Service Agreement with Interface Engineering.

The Geneva City Council directed the Electric Division to study the feasibility and possible locations of Utility Scale Solar generation within the Geneva Corporate limits at the Strategic Planning session in November of 2022. This directive was set as a Division goal for the 2023/24 budget year and money allocated for a Professional Service Agreement to accomplish the goal.

In crafting the scope of the work to be done staff settled on 3 criteria:

1. Identify suitable sites for Utility Grade Solar and evaluate potential energy production of these sites and its effect on the City's energy portfolio.
2. Evaluate Energy Storage (Micro-grid) either in conjunction with the Solar or stand-alone.
3. Investigate ways to offset carbon production as a result of the City's NIMPA contract.

The Request For Proposals (RFP) based on the three criteria above was posted on July 17, 2023 and the City received 4 responses. Staff carefully evaluate each proposal against the RFP and the top responder, Interface Engineering, was selected. Staff then held several meetings with the Interface Engineering to arrive at a price and final scope of work.

The proposal for Professional Services presented will meet the three criteria above and will also provide the City with a "road map" for planning purposes on how to implement renewables into the City's energy portfolio and how to prepare for the eventual retirement of carbon emitting generating resources.

Staff Recommendation:

After careful and thorough review proposals, the recommendation is to approve the **award a Professional Service Agreement to Interface Engineering for the Study of Utility Scale Solar, Storage and Carbon Offsets for the City of Geneva in the amount of \$139,250.00**

Cc: Stephanie Dawkins, City Administrator
Ben McCready, Asst. City Administrator
Rich Babica, Director of Public Works
Jennifer Hilkemann, Manager of Distribution Construction and
Maintenance Jose Ruiz, Manager of Electric Operations

RESOLUTION NO. 2023-112

**RESOLUTION AWARDING PROFESSIONAL SERVICE AGREEMENT
TO INTERFACE ENGINEERING FOR THE STUDY OF UTILITY SCALE
SOLAR, STORAGE AND CARBON OFFSETS FOR THE CITY OF GENEVA**

**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 approve, on behalf of the City of Geneva, the Professional Service Agreement to Interface Engineering for the Study of Utility Scale Solar, Storage and Carbon Offsets for the City of Geneva in the amount of \$139,250.00 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 6th day of November, 2023

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

Approved by me this 6th day of November, 2023.

Mayor

ATTEST:

City Clerk

October 10, 2023

Aaron Holton
City of Geneva
1800 South Street
Geneva, IL 60134

Re: Geneva RFQ for Renewables and Carbon Offsets
Professional Services Proposal r1

Dear Mr. Holton:

Thank you for the opportunity to provide you with our proposal for the referenced project. Your project is important to us and we have made an effort to address detailed scopes for all disciplines.

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

City of Geneva
1800 South Street
Geneva, IL 60134

Project Location

Geneva, IL

Building/Project Description

The City of Geneva is seeking engineering services to provide a study and report for the procurement of solar generation, battery storage and renewable energy credits for the City of Geneva power supply portfolio. The Consultant's work is expected to consist of the following:

- Identify and propose solar installations on City owned property within the corporate limits of the City of Geneva
- Identify and propose strategies for implementing energy storage either in conjunction with solar generation or stand alone.
- Propose and forecast strategies for offsetting carbon produced as a byproduct of Geneva's NIMPA energy contract.

SCHEDULE

	Duration	In Person Meetings	Virtual Meetings
Phase 1	7 weeks	3, including 3 consultants attending	weekly
	12 weeks	2, including 3 consultants attending	bi-weekly
	3 weeks	1, including 3 consultants attending	One

SCOPE OF WORK

Phase 1 Owner's Project Requirements

1. We will work with the City to understand all project requirements and goals, across the three identified areas;
 1. Renewable Energy Generation – MWh/yr, MWp
 2. Battery Storage – MWh storage, MW
 3. Carbon Offsets
2. This will involve meetings with all City Stakeholders engaged in existing renewable energy generation, storage and offsetting, as well as representatives of the City's land and property asset management teams who can advise on potential future locations for systems to be studied for deployment.
3. We will request historical electrical load demands (MW, MWh) on the Utility, as well as projected future loads (MW, MWh)
4. We will request access to GIS drawings for all Geneva Electric Utility transmission and distribution infrastructure as well as details regarding loading on existing interconnection points. We will request surveys for each location/facility identified for analysis to review, including all city electrical utility interconnections for each site under consideration.
5. We will ensure clear requirements are defined for each of the three areas along with the criteria by which the City will make decisions regarding pursuing specific projects. These could include first cost, avoided costs of new generation capacity, whole life carbon costs and or schedule.
6. We will review with the City the various renewable energy and storage technologies in the market currently, and provide input on the identification of potential sites for their application.
7. We will identify with the City of Geneva a short list of potential sites for deployment of Solar and or Battery Storage systems.

Phase 2 Feasibility

1. With the requested data provided, we will undertake an initial desktop study to assess the size and footprint of the renewable energy and battery storage systems potentially applied to the short list of sites identified in Phase 1
2. We will request that the City procures land survey's for any sites that are not well documented through GIS datasets.
3. We will perform visual site surveys for any brownfield sites that may utilize existing built infrastructure to confirm record drawings and existing infrastructure to tie into.
4. We will quantify the system size (MW), production/storage (MWh) and footprint (hectare/acres/sf)
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6. We will utilize the Cambium hourly electricity carbon intensity emission data set to compute accurate carbon emission avoided through these assets
7. We will qualify the requirements for installation, interconnection generation load profile
8. We will provide construction cost estimates for deployment of each site
9. We will compare and contrast the various sites in and rank according to the mutually agreed criteria established in Phase 1
10. We will quantify the Carbon Offsets required utilizing both EAct and Cambium modeling procedures and assess include cost estimates for acquiring these offsets.
11. We will summarize how the short list of sites meets, exceeds or falls short of project goals

Feasibility Study Report

1. Our team will prepare an overall feasibility report, which will include;
 - a. Executive Summary of overall feasibility project findings
 - b. Documentation of Phase 1 – Owner Project Requirements
 - c. All analysis completed in Phase 2
 - d. Roadmap for implementation
 - e. Construction Cost Data used to generate feasibilities
 - f. Carbon Offsetting scenarios
12. We will prepare a power point presentation suitable for presentation to the City of Geneva highlighting our process, findings and recommendations.
13. We will take feedback from stakeholders and refine our work prior to issuing a final report.

EXCLUSIONS AND CLARIFICATIONS

1. Engineering Drawings and Specifications
2. Construction Services
3. Life Cycle Costing



FEE

Project Phase	Total
Phase 1	\$44,650
Phase 2	\$65,250
Phase 3	\$29,350
Total Fee	\$139,250

Fixed Fee \$139,250

See attached Fee Matrix (Exhibit A) for estimate of Hours and Rates by phase. This is included for information only. The project is quoted as a fixed fee job, not hourly.

OPTIONAL SERVICES (ADDITIVE)

Construction Cost Estimation

Project Phase	Total
Phase 1	
Phase 2	\$26,000 (estimate)
Phase 3	
Total Fee	\$26,000 (estimate)

PAYMENT TERMS

Standard reimbursable expenses include, but are not limited to: check plots, final plots, copies, phone calls, mileage to jobsite, parking, shipping, and messenger services, electronic transmittal of drawings to contractors to develop shop drawings.

Billed in addition to the above fee at cost plus 10 percent processing fee.

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 with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.



Additional services will be billed at our standard hourly rates at the time the work is performed*. Our current standard hourly rates (2023) are:

Senior Principal:	\$375/Hour
Principal:	\$325/Hour
Associate Principal:	\$265/Hour
Associate/Project Manager:	\$225/Hour
Sr. Engineer-Designer:	\$205/Hour
Engineer-Designer:	\$155/Hour
Project Designer-Drafter:	\$135/Hour
Administrative:	\$105/Hour

*Annual rate changes are expected to be 4% per year.

Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind City of Geneva. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Craig Burton, PE, LEED AP BD+C
Associate Principal

F. Thomas Voltaggio, PE
Principal

CB:ch

Enclosures: Standard Provisions;

COMPANY: City of Geneva

CONTACT: _____
Stephanie Dawkins, City Administrator Date

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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. 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

		Interface Engineering			Power Bureau			Combined	
		rate	hrs	Fee	rate	hrs	Fee	hrs	fee
PHASE 1	Principal	\$ 325.00	20	\$ 6,500.00	\$ 150.00	67	\$ 10,050.00	87	\$ 16,550.00
	Associate Principal	\$ 265.00	40	\$ 10,600.00					\$ 10,600.00
	Senior Engineer-Designer	\$ 205.00	40	\$ 8,200.00					\$ 8,200.00
	Engineer-Designer	\$ 155.00	60	\$ 9,300.00					\$ 9,300.00
	totals	=		160	\$ 34,600.00		67	\$ 10,050.00	87
PHASE 2	Principal	\$ 325.00	40	\$ 13,000.00	\$ 150.00	63	\$ 9,450.00	103	\$ 22,450.00
	Associate Principal	\$ 265.00	80	\$ 21,200.00					\$ 21,200.00
	Senior Engineer-Designer	\$ 205.00	60	\$ 12,300.00					\$ 12,300.00
	Engineer-Designer	\$ 155.00	60	\$ 9,300.00					\$ 9,300.00
	totals	=		240	\$ 55,800.00		63	\$ 9,450.00	103
PHASE 3	Principal	\$ 325.00	16	\$ 5,200.00	\$ 150.00	57	\$ 8,550.00	73	\$ 13,750.00
	Associate Principal	\$ 265.00	20	\$ 5,300.00					\$ 5,300.00
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	totals	=		96	\$ 20,800.00		57	\$ 8,550.00	73
			496	\$ 111,200.00		187	\$ 28,050.00	263	\$ 139,250.00



Interface Engineering
100 S Wacker Drive, Suite 1140
Chicago, IL 60606
TEL 312.964.4450
www.interfaceengineering.com

October 10, 2023

Aaron Holton
City of Geneva
1800 South Street
Geneva, IL 60134

Re: Geneva RFQ for Renewables and Carbon Offsets
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OPTIONAL SERVICES (ADDITIVE)

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Billed in addition to the above fee at cost plus 10 percent processing fee.

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 with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.



Additional services will be billed at our standard hourly rates at the time the work is performed*. Our current standard hourly rates (2023) are:

Senior Principal:	\$375/Hour
Principal:	\$325/Hour
Associate Principal:	\$265/Hour
Associate/Project Manager:	\$225/Hour
Sr. Engineer-Designer:	\$205/Hour
Engineer-Designer:	\$155/Hour
Project Designer-Drafter:	\$135/Hour
Administrative:	\$105/Hour

*Annual rate changes are expected to be 4% per year.

Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind City of Geneva. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Craig Burton, PE, LEED AP BD+C
Associate Principal

F. Thomas Voltaggio, PE
Principal

CB:ch

Enclosures: Standard Provisions;

COMPANY: City of Geneva

CONTACT:
Stephanie Dawkins, City Administrator

11/9/2023

Date

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. 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

EXHIBIT A

		Interface Engineering			Power Bureau			Combined	
		rate	hrs	Fee	rate	hrs	Fee	hrs	fee
PHASE 1	Principal	\$ 325.00	20	\$ 6,500.00	\$ 150.00	67	\$ 10,050.00	87	\$ 16,550.00
	Associate Principal	\$ 265.00	40	\$ 10,600.00					\$ 10,600.00
	Senior Engineer-Designer	\$ 205.00	40	\$ 8,200.00					\$ 8,200.00
	Engineer-Designer	\$ 155.00	60	\$ 9,300.00					\$ 9,300.00
	totals	=	160	\$ 34,600.00		67	\$ 10,050.00	87	\$ 44,650.00
PHASE 2	Principal	\$ 325.00	40	\$ 13,000.00	\$ 150.00	63	\$ 9,450.00	103	\$ 22,450.00
	Associate Principal	\$ 265.00	80	\$ 21,200.00					\$ 21,200.00
	Senior Engineer-Designer	\$ 205.00	60	\$ 12,300.00					\$ 12,300.00
	Engineer-Designer	\$ 155.00	60	\$ 9,300.00					\$ 9,300.00
	totals	=	240	\$ 55,800.00		63	\$ 9,450.00	103	\$ 65,250.00
PHASE 3	Principal	\$ 325.00	16	\$ 5,200.00	\$ 150.00	57	\$ 8,550.00	73	\$ 13,750.00
	Associate Principal	\$ 265.00	20	\$ 5,300.00					\$ 5,300.00
	Senior Engineer-Designer	\$ 205.00	20	\$ 4,100.00					\$ 4,100.00
	Engineer-Designer	\$ 155.00	40	\$ 6,200.00					\$ 6,200.00
	totals	=	96	\$ 20,800.00		57	\$ 8,550.00	73	\$ 29,350.00
			496	\$ 111,200.00		187	\$ 28,050.00	263	\$ 139,250.00