



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Professional Service Agreement for Design Services for the Bullock Campus electric infrastructure construction.		
Presenter & Title:	Aaron Holton – Superintendent of Electric Services		
Date:	May 20, 2024		
<b>Please Check Appropriate Box:</b>			
<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:			
Estimated Cost: \$ 307,469.00	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>			
<b>Executive Summary:</b>			
<p>With the annexation of the Bullock Campus property and pending start of construction, The Electric Division has identified capacity needs for the area that will be the Bullock Campus. To meet the electric energy and service needs of these areas the Division will need to construct a new substation and feeders. Staff does not have the expertise to undertake the design portion for the substation feed and the substation itself and has chosen Stanley Consultants for design services. Stanley Consultants has performed these services for the City in the past and their work has been acceptable, on time and on budget.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Memo from Superintendent Holton</li> <li>• Resolution</li> <li>• Professional Service exhibit from Stanley Consultants</li> </ul>			
<b>Voting Requirements:</b>			
<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>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
<p>Recommend Resolution Accepting Professional Service Agreement with Stanley Consultants for Design Services for Bullock Campus Electric Infrastructure Construction in an amount not-to-exceed \$307,469.00, Pending Legal Review.</p>			



## **PUBLIC WORKS DEPARTMENT MEMORANDUM**

May 6, 2024

**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.

During the planning and engineering review process, the projected loads for the future build out of the Bullock campus were identified. Based on the customer's load projection it was apparent that the Bullock Campus would need to be served by their own substation and distribution circuit.

Currently the City does not have the expertise on staff to design the substation and 34kV circuits. Stanley Consultants was chosen as they are also providing similar service for the Southeast Development project. 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.

The Professional Service's Agreement with Stanley is structured in such a way that the City will design the distribution circuits, Stanley will design the 34kV feed to the substation and the substation itself and Stanley will handle the bidding and project support as the project progresses.

### **Staff Recommendations:**

Recommend award of a Professional Services Agreement to Stanley Consultants for design of the Bullock Campus electric substation and infrastructure in an amount not to exceed \$307,469, 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  
Jennifer Shelley, Purchasing & Inventory Coordinator

**RESOLUTION NO. 2024-50**

**RESOLUTION ACCEPTING PROFESSIONAL SERVICE AGREEMENT WITH STANLEY CONSULTANTS FOR DESIGN SERVICES FOR BULLOCK CAMPUS ELECTRIC INFRASTRUCTURE IN AN AMOUNT NOT-TO-EXCEED \$307,469.00, PENDING LEGAL REVIEW.**

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**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 a Professional Service Agreement with Stanley Consultants for design services for Bullock Campus electric infrastructure, 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 20<sup>th</sup> day of May, 2024

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 20<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



### PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of \_\_\_\_\_ 2024, between CITY OF GENEVA, ILLINOIS (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to design Bullock Campus Substation and 34.5kV Feed (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.

By: *Lance M. Sulzen*  
Lance Sulzen, Market Leader

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Philip E. 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 Bullock Campus Substation Design will consist of one 9375 kVA Substation consisting of a high side fuse, 9375 kVA transformer with an integrated 800A Viper recloser with SEL-651R controller. This will be installed on a concrete foundation with oil containment and will leave via underground circuits.

The scope of services described herein is developed in six 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

This project will be included in the Geneva project weekly internal coordination meetings held by CONSULTANT. 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

A project kick-off meeting will be held to review the scope and gather information. People in attendance from CONSULTANT would be project manager, and civil/structural engineer.

#### 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. If Bullock is not able to provide these items 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 daylighting of utilities to verify 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. CONSULTANT will prepare technical specifications and procurement documents required for bidding and construction of one 34.5-12.47 kV 9375 kVA LTC transformer with integrated Viper recloser. 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 the new transformer. The transformer will be a 34.5-12.47 kV 9375 kVA transformer with LTC. The Kirk Road Substation Transformer specification will be used as a basis for this development.

#### 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 manufacturers. 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 34.5kV Underground Design/Specifications/Construction Package

Phase 3 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 3.1 34.5kV Underground 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 two new 34.5kV underground circuits to feed the new Bullock Campus substation. These would be approximately 1200 ft and 1600 ft in length. 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.

#### 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 3.2 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. This 34.5kV underground package will be bid along with Task 4.2 Substation bidding services as one contract. Also included in this contract to be awarded on one contractor will be the 12kV distribution design provided by CLIENT for the 12kV feeders in the Bullock campus.

#### Deliverables:

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

### **Task 3.3 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 4 Substation Design/Specifications/Construction Package**

Phase 4 will commence after Phases 2. 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 4.1 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 transformer at Bullock Campus substation. This would include civil, structural, and electrical design to install an OWNER provided 34.5kV PVI switch, a 34.5 to 12.47kV 9375kVA Power Transformer with high side LTC and Low side Viper recloser connected underground to a 12.47kV pad mount switch. Drawings provided from the vendors, as well as additional design drawings to aid in construction will be part of the construction documents. Additional items that would be required during this phase would be testing specification and relay settings. 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
- Surfacing Plan
- Foundation Plan
- Transformer Foundation and Containment Pit Details
- Grounding Plan and Details
- Conduit Plan and Details
- Wiring Diagrams
- Vendor Drawing
- Testing and Commissioning Specification
- Relay Settings

#### **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. This substation package will be bid along with Task 3.2 34.5kV underground bidding services as one contract. Also included in this contract to be awarded on one contractor will be the 12kV distribution design provided by CLIENT for the 12kV feeders in the Bullock campus.

##### Deliverables:

- Attend 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 Construction Site Visits**

CONSULTANT’s scope of work includes attending a construction kick-off meeting and performing a final walk-through inspection for the Substation and 34.5kV line contracts. It is assumed for this proposal that the substation and line meetings will take place at different times so one for each has been included in this proposal.

#### **Task 5.1 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 5.3 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 substation and 34.5kV line contracts. It is assumed for this proposal that the substation and line meetings will take place at different times so one for each has been included in this proposal.

##### Deliverables:

- Meeting Notes
- Punchlist

### **Phase 6 Installation Record Drawings**

STANLEYCONSULTANTS

R0004.91.72 | City of Geneva | Exhibit 1 – Scope of Services



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

**Task 6.1 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 December 15<sup>th</sup>, 2028.

**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"	3*
	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:

\*Three hard copy sets of conformed documents consists of two sets for CLIENT and one set for vendor/manufacturer.

\*\*Two hard copy sets of conformed drawings consists of two sets for CLIENT and one set for vendor/manufacturer.



<b>Documents</b>	<b>Format</b>	<b>Method of Transmittal</b>
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

Notes:

\*\*Issued for Bid Documents will be sealed by a Professional Engineer registered in the State of Illinois with signature and date.

\*\*\*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.

**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
- Site/civil work, access drives
- Fence design

**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 Seven Thousand Four Hundred Sixty-nine Dollars (\$307,469).

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



## 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



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



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.

# 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.

<b>Client</b>	<b>City of Geneva</b>
<b>Description</b>	<b>Bullock Campus Substation and 34.5kV Feed</b>
<b>Location</b>	<b>Geneva, Illinois</b>

Hourly Rates subject to revision on or after ..... **2 Apr 2025**

<b>Billing Category*</b>	<b>Hourly Rate</b>
BC-03	\$87.00
BC-04	\$100.00
BC-05	\$113.00
BC-06	\$127.00
BC-07	\$140.00
BC-08	\$153.00
BC-09	\$167.00
BC-10	\$180.00
BC-11	\$193.00
BC-12	\$206.00
BC-13	\$220.00
BC-14	\$233.00
BC-15	\$246.00
BC-16	\$260.00
BC-17	\$273.00
BC-18	\$286.00
BC-19	\$300.00
BC-20	\$313.00
BC-21	\$326.00

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



## SCHEDULE OF CHARGES

### Fiscal Year 2024-2025

- 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		\$0.75/mile
Ground Transportation (rental car, taxi, etc.)		At Cost
Air Travel (commercial and charter)		At Cost
Equipment Rental		At Cost

- II. Graphic Arts Charges:

Field Tablet		\$20/day
MiFi		\$10/day

- III. Reprographics:

Copying		
Black/white copies: 1-100	\$0.17 for 8.5 x 11	\$0.31 for 11 x 17
Color Copies: 1-100 copies	\$0.42 for 8.5 x 11	\$0.72 for 11 x 17
Bindery		
Manual Process		\$66/hour
Mechanical Process		\$45/hour

- IV. Large Format Engineer Drawings:

Large Format color plots		\$0.83 per sq. ft.
Large Format B/W up to 100 Sq. Ft.		\$0.35 per sq. ft.
Scan to File Service – Large Format over 17 In.		
1-25		
26-100		\$1.76/scan
100+		\$0.90/scan
Burning Scans to CDs		
CDs		\$5.95/scan
Duplicate CDs		\$3.00/each
Small Scan: 1-100	8.5 x 11 to 11 x 17	\$0.30/each
Small Scan: 101+	8.5 x 11 to 11 x 17	\$0.13/each

- V. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.
- VI. 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.
- VII. Charges are subject to revision on or after March 29, 2025.

# Bullock Campus Substation and 34.5 kV

## City of Geneva Illinois

### Project Hours Estimate

BC Code	Estimated Hours
BC-03	8
BC-04	0
BC-05	50
BC-06	0
BC-07	251
BC-08	0
BC-09	216
BC-10	0
BC-11	380
BC-12	16
BC-13	0
BC-14	9
BC-15	74
BC-16	0
BC-17	342
BC-18	32
BC-19	0
BC-20	8
BC-21	0
BC-22	0

\*Hours above are estimates based on current anticipated team makeup and loading. Stanley Consultants reserves the right to use appropriate resources to complete the project that may be billed at different rates. Usage of different rates or team makeup will not affect the not-to-exceed value of the contract unless an scope of work change is mutually agreed between Stanley Consultants, Inc. and City of Geneva, Illinois.