



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Professional Service Agreement for Geneva Business Park III substation construction		
Presenter & Title:	Aaron Holton – Superintendent of Electric Services		
Date:	December 2, 2024		
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: \$ 145,000	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>Originally the Geneva Business Park III expansion encompassed a switchgear and control house and was included in the Southeast Development Professional Service Agreement (PSA). However, once it was decided that load growth necessitated an entire substation which entails a transformer, 34kV switches and buss work and larger construction activities, the scope of work has outgrown the PSA in place. The services used to date were included in the original SE Development PSA and the services needed to complete the substation will be covered by the Geneva Business Park III PSA as shown in the Estimated Hours exhibit of the agreement.</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 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: <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of Resolution accepting Professional Service Agreement with Stanley Consultants for design and project management services for Geneva Business Park III Substation construction in an amount not-to-exceed \$145,000.00.</p>			

December 2, 2024

Memo To: Mayor Burns and Members of the City Council
From: Aaron Holton, Superintendent of Electrical Services
Re: Recommendation Stanley Engineering Professional Service Agreement for the design and project management of GBP III substation construction

The original design for the substation feeds to the Southeast Master Plan (SEMP) area envisioned two substations for both capacity and redundancy to serve the load. Geneva typically installs enough substation capacity to back-up the anticipated loads for an area. The substations were to be co-located on the substation pad for SEMP. Along with having two substation, there would be a need to construct a second 34kV feed for one of the substations, as ComEd only has one 34kV feed available at the substation location. Due to these costs staff explored options for construction two substation on site.

As the design evolved it was decided that the back-up substation capacity could be accomplished by installing feeder circuits form the Geneva Business Park (GBP) Substations on Averill Rd. The thought being Geneva could utilize the excess transformer capacity at GBP in lieu of building a full second substation. This plan was undertaken to reduce costs somewhat over the original design considerations. To accomplish sourcing the feeds from Geneva Business Park a new Switch Gear Building and Switch Gear lineup would be installed next to the existing substations and feeders would be installed to bring electricity from GBP to SEMP.

In the intervening years since the “switch gear only” design and plan was considered, load has grown in the Geneva Business Park and the excess capacity that was going to be used as a back-up for the SEMP area has been committed to other loads. Staff then directed Stanley to change the design specification for Geneva Business Park to include a third full substation, GBP III. This substation will fill the need of both supply new loads in Geneva Business Park but also as a back-up source of energy for the SEMP area.

To date, the work on GBP III has been completed under the PSA for the SE Development project. However, the time has now come that the remaining tasks to construct the GBP III substation requires a separate PSA. This new PSA will cover project management for construction and commissioning of the GBP III substation as well as documenting the substation “As Built” once the substation construction is complete.

Staff Recommendation

Recommend approval of Professional Service Agreement with Stanley Consultants Inc. in an amount not to exceed \$145,000 for services in the completion of Geneva Business Park III substation.

Cc: Stephanie Dawkins, City Administrator
Rich Babica, Director of Public Works
Jennifer Hilkemann, Manager of Distribution Construction & Maintenance
Jose Ruiz, Manager of Electric Operations

RESOLUTION NO. 2024-127

RESOLUTION ACCEPTING PROFESSIONAL SERVICE AGREEMENT WITH STANLEY CONSULTANTS FOR DESIGN AND PROJECT MANAGEMENT SERVICES FOR GENEVA BUSINESS PARK III SUBSTATION CONSTRUCTION

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 and project management services for Geneva Business Park III Substation, 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 2nd day of December, 2024

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

Approved by me this 2nd day of December, 2024.

Mayor

ATTEST:

City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2024, between CITY OF GENEVA (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to hire CONSULTANT to design new Business Park III 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

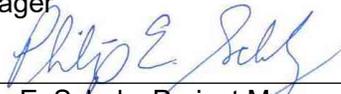
IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC.

CITY OF GENEVA, ILLINOIS

By: 
 Eric Kamm, Business Development
 Manager

By: _____

Attest: 
 Philip E. Schulz, Project Manager

Attest: _____

Address for giving notices:
 225 IOWA AVE
 MUSCATINE, IA 52761

Address for giving notices:
 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

Business Park III was initially designed to be installed as one contract and to be included in the work for SE Development and Old Kirk Road distribution projects. This project was put together and bid for construction. Due to the requirement of the 34.5kV feed to General Mills being required earlier than the transformer and Control building material suppliers delivery times, it was bid as a construction project with two mobilizations. Only one bid was received. Due to only having one bid, and the in review of the price the bid was rejected by the City of Geneva, and it was decided to rebid the project as two different construction projects. This required the drawings to be redrawn and two drawings sets be created (Phase 1: 34.5kV construction and Phase 2: General Substation Construction). Due to the expansion of this work, it was decided to create a new project for the Business Park III work and separate it from the other projects.

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 Project Administration

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 provide some general administration support for the project and will include scheduling and internal and external coordination meeting.

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. CLIENT will review draft schedule and provide comments to CONSULTANT to be incorporated into the final schedule.

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 (two 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



Phase 2 34.5kV Design/Specifications/Construction Package

Phase 2 will involve the creation of technical specifications and design drawings. Shop drawing review will be provided. EJCDC front-end documents will also be provided by CONSULTANT.

Task 2.1 Substation Construction Specifications

The objective of this task is to develop the technical and administrative specifications for use in constructing the 34.5kV portion of Business Park III substation that interfaces with General Mills new 34.5kV Feeder that is being installed by CLINET. This service 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 General Mills. This will also involve relay settings support for the programming of the PVI switch that is being installed to protect the General Mills feeder.

Deliverables:

- Foundation Technical Specification
- Grading Technical Specification
- Construction Technical Specification
- EJCDC Contract Documents
- Vendor Drawing
- Design Drawings
- Relay Settings Support

Task 2.2 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 2.3 Shop Drawing Review

CONSULTANT will review requested contractor submittals and stamp as “Reviewed,” “Reviewed as Noted,” “Resubmit,” or “For Information Only.” **This task was already accounted for on the SE Development scope and was not used since the initial bid was canceled, so no hours will be assigned for this scope.**

Deliverables:

- Material Shop Drawing Review

Phase 3 34.5kV Construction Support

CONSULTANT's scope of work includes attending a construction kick-off meeting and performing a final walk-through inspection for the 34.5kV Substation contract. **This Phase was already accounted for on the SE Development scope and was not used since the initial bid was canceled, so no hours will be assigned for this scope.**

Task 3.1 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 Substation contract. CLIENT, CONSULTANT, and construction contractor will participate in a site visit following the meeting.

Deliverables:

- Meeting Agenda
- Meeting Notes

Task 3.2 Construction Admin



The objective of this task is to provide Construction Admin support creating ITC's, review pay applications and provide office support for contractor questions.

Deliverables:

- Prepare ITC's
- Review Pay Applications
- Office support

Task 3.3 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 Transmission/Substation contract, and the Distribution contract.

Deliverables:

- Meeting Notes
- Punchlist

Phase 4 General Design/Specifications/Construction Package

Phase 4 will commence after Phases 2. 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 main portion of Business Park III substation including 35kV bus, transformer and 12.47kV Switchgear that is being installed by CLINET. This service 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 will also provide specifications for removal of the existing spare transformer and temporary access road.

Deliverables:

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

Task 4.3 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 4.3 Shop Drawing Review

CONSULTANT will review requested contractor submittals and stamp as "Reviewed," "Reviewed as Noted," "Resubmit," or "For Information Only."

Deliverables:

- Material Shop Drawing Review

Phase 5 General Construction Support

CONSULTANT's scope of work includes attending a construction kick-off meeting and performing a final walk-through inspection for the General Substation Construction contract.

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 Substation. CLIENT, CONSULTANT, and construction contractor will participate in a site visit following the meeting.

Deliverables:

- Meeting Agenda
- Meeting Notes

Task 5.2 Construction Admin

The objective of this task is to provide Construction Admin support creating ITC's, review pay applications and provide office support for contractor questions.

Deliverables:

- Prepare ITC's
- Review Pay Applications
- Office support

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 General Substation contract.

Deliverables:

- Meeting Notes
- Punchlist

Phase 6 Installation Record Drawings

In this phase, CONSULTANT will create the installation record drawings for the project by incorporating changes noted on the construction drawings. **This Phase was already accounted for on the SE Development scope and was not used since the initial bid was canceled, so no hours will be assigned for this scope.**

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, verify the changes, and provide CLIENT with final record drawings in MicroStation digital format. Distribution record drawing are not part of this scope and CLIENT will perform record drawings function on the distribution system.

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 March 31st, 2026.

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 set for CLIENT and one set for Contractor.

**Two hard copy sets of conformed documents consists of one set for CLIENT and one set for Contractor.

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

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)
- Switchgear Schematics and Wiring Diagrams (by Switchgear/Control Building Vendor)
- Configuration Programming for RTU, Time Sync Clock, or Remote SCADA Control
- Detailed Steel Design and Bill of Material (by Substation Packager)
- Arc flash Calculations and Lables
- Permitting Assistance
- 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, the CONSULTANT will provide professional services on an Hourly Fee and Expense basis with a not-to-exceed fee of One Hundred Forty-Five Thousand Dollars (\$145,000).

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

Business Park III Construction Estimated Hours

	Admin		Structural	Physical		Electrical			
	Senior Project Manager 1	Project Administrator 1	Senior Engineer 2	Senior Engineer 2	CAD Designer 2	Consultant (E2)	Senior Engineer 2	CAD Designer 2	
Phase No. 1 Project Administration									\$ 35,000.00
1.11 and 1.12 Scheduling and Status	8	8							
1.13 Review Meetings	8					8			
1.14 Internal Meetings	10		10	10		10	10	10	
Phase No. 2 34.5kV Contract Design and Bids									\$ 37,000.00
2.1 and 2.2 Business Park III 34.5kV Rebid	43	8		31	4	5	66	4	
Phase No. 3 34.5kV Construction Support - No Fee, Covered in other Contract									
Phase No. 4 General Construction Contract Design and Bid									\$ 55,000.00
4.1 Business Park III General Construction Design	62	7		83	48	30			
4.2 Business Park III General Construction Bidding	30	4							
Phase No. 5 General Construction Support									\$ 18,000.00
5.1 Kickoff Meeting	10								
5.2 Construction Support	20		8			8			
5.3 Final Walkdown/Punchlist/Closeout	24								
Phase No. 6 Record Drawings - No Fee, Covered in other Contract									
Total									\$ 145,000.00



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.

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	Business Park III Substation
Location	Geneva, Illinois

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

Billing Category*	Hourly Rate
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 Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%

- 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 filled 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.

Billing Category (BC)

Representative Labor Classifications

Based on Stanley Fiscal Year 24-25 (Apr 2024 - Mar 2025)



The following Labor Classifications are representative of those that typically align with BCs, which are salary-based categories. Actual alignments may vary up to 2 BC levels based on geography, technical discipline, external market factors, etc.

BC-02	Student Intern, Project Administrator 1	BC-11	Principal Architect 1, Resident Project Rep 3
BC-03	CAD Technician 1, CAD Technician 2	BC-12	Senior Engineer 2, Principal CAD Designer, Senior Resident Project Rep 1, Principal GIS Analyst
BC-04	Architect Intern 1, Project Administrator 2, Field Technician 1, Field Technician 2, Construction Observer 1	BC-13	Principal Scientist 2, Principal Scientist 3, Senior Resident Project Rep 2, Project Manager 1, Senior Project Controls Specialist 2
BC-05	Engineer in Training 1, Senior CAD Technician 1, Senior CAD Technician 2, Senior GIS Analyst 1, Senior Project Administrator 1	BC-14	Senior Engineer 3, Principal Engineer 1, Principal Scientist 1, Project Manager 2, Principal Project Controls Specialist
BC-06	Architect Intern 2, Scientist 1, CAD Designer 1, Project Controls Specialist 1, Senior Project Administrator 2	BC-15	Principal Engineer 2, Senior Resident Project Rep 3
BC-07	Engineer in Training 2, Engineer 1, Architect 1, Architect 2, Scientist 2, CAD Designer 2	BC-16	Principal Engineer 3, Project Manager 3
BC-08	Senior Architect 1, CAD Designer 3, Senior CAD Designer 1, Senior GIS Analyst 2	BC-17	Senior Project Manager 1
BC-09	Engineer 2, Senior Architect 2, Senior Scientist 2, Resident Project Rep 1, Construction Observer 2	BC-18	
BC-10	Senior Engineer 1, Senior Architect 3, Senior CAD Designer 2, Construction Observer 1, Resident Project Rep 2, Senior Project Controls Specialist 1	BC-19	Senior Project Manager 2

BC-20 thru BC-25 are levels typically reserved for project or program roles requiring high levels of experience and expertise (expert witness, program managers, etc.)