

PANOPTIC SOLUTIONS ENERGY EFFICENCY AUDIT SERVICES AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the “Agreement”) is dated ____ day of November, 2021.

<p style="text-align: center;">CLIENT</p> <p>The City of Rochelle, by and through the Rochelle Municipal Utilities (“RMU”) one of its departments 420 North 6th Street, Rochelle, IL 61068 (collectively referred to as the “Client”)</p>	<p style="text-align: center;">CONTRACTOR</p> <p>Panoptic Solutions, LLC 951 S 7th St – Unit G, Rochelle, IL 61068 (the “Contractor”)</p>
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BACKGROUND

- 1) The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- 2) The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (Individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

SERVICES PROVIDED

The Client hereby agrees to engage the Contractor to provide energy efficiency auditing services as needed by utility customers of the Client (the “Services”)

- a) On-site energy efficiency audits
 - i) Contractor will provide personnel to inspect locations in order to report on the overall energy efficiency of those locations and the factors influencing that efficiency.
 - ii) Contractor will provide personnel to perform an on-site energy efficiency interview with the homeowner, business owner, or their designee as provided by the Client, to determine how the site is being operated or maintained, with regard to energy efficiency and the level of familiarity of the responsible homeowner, business owner, or their designee with the material condition and energy efficiency of the site.
 - iii) Ultrasonic (US) Inspection
 - (1) Contractor will provide equipment & personnel to scan for and report Ultrasonic anomalies indicating potential energy inefficiency.
 - iv) Infrared (IR) Inspection

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- (1) Contractor will provide equipment & personnel to scan for and report Ultrasonic anomalies indicating potential energy inefficiency.
- v) Energy Efficiency Audits will be invoiced in two classifications
 - (1) Home Energy Efficiency Audits – The energy efficiency auditing of sites which primarily as personal residences
 - (2) Small Business Energy Efficiency Audits – The energy efficiency auditing of sites which function primarily as businesses and whose building footprint occupies less than 10,000 square feet.
- b) Co-ordination of on-site energy efficiency audits
 - i) Client will schedule site visits with homeowner, business owner, or their designee and coordinating with Contractor to ensure that Contractor is available, has service appointment times, the contact information of the homeowner, business owner, or their designee information, and locations at least one (1) week in advance of scheduled on-site visits.
 - ii) Client will be responsible for delivering energy audit efficiency reports to homeowner, business owner, or their designee after they are provided by Contractor.

DELIVERABLES

The Contractor will provide the Client with the following deliverables upon completion of each instance of performance of the above mentioned energy efficiency audit services

- a) *Executive Summary* – A digital form providing high level overview of the services provided, areas where energy efficiency could be improved, and any potentially dangerous conditions discovered in the course of the audit.
- b) *On-Site Data Collection Report* – A digital form detailing the general energy efficiency of the site, as observed during the energy efficiency audit, and listing areas in need of improvement to raise the energy efficiency of the site.
- c) *On-Site Interview Report* – A digital form detailing the material condition of energy efficiency impacting systems and equipment as related by the site responsible person site.

TERM OF AGREEMENT

The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until \$15,000 worth of Deliverables and expenses have been billed to the Client by the Contractor and all outstanding balances are paid to the Contractor by the Client.

In the event that either Party wishes to terminate this Agreement prior to the performance of all Deliverables, that Party will be required to provide no less than thirty (30) days’ written notice to the other Party.

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PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

The Contractor reserves the right not to perform audits of specific sites at their discretion.

COMPENSATION

The Contractor will charge the Client for the Services in accordance with the following rate schedule

Type of Energy Efficiency Audit	Fixed cost of Energy Efficiency Audit
Home (NTE 1 hour on site)	\$150.00
Small Business (NTE 4 hours on site)	\$400.00

The Client will be invoiced for any travel related expenses for Services performed more than 30 miles from the Contractor’s headquarters: 951 S. 7th St – Unit G, Rochelle, IL 61068. Reimbursement amounts and limits will be negotiated prior to the performance of services.

The Client will be invoiced every month for Services provided.

Invoices submitted by the Contractor to the Client are due within 60 days of receipt.

REIMURSEMENT OF EXPENSES

The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

All expenses must be pre-approved by the Client.

CONFIDENTIALITY

Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, the Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end one year following the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

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All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

The Client is aware of, and consenting to, the Contractor using computers and equipment capable of capturing video, still images, and audio, during the performance of Services. The Contractor agrees to use this equipment solely in approved areas and for no purpose other than the performance of Services.

OWNERSHIP OF INTELLECTUAL PROPERTY

Upon the expiration or termination of this Agreement, the Contractor will return to the Client any All intellectual property and related material (the “Intellectual Property”) that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property will remain exclusively with the Contractor.

RETURN OF PROPERTY

Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

Except as otherwise permitted herein, Contractor shall not refer to the Client in any advertising or other publication in connection with Contractor’s participation in the program or work performed by Contractor under this Agreement, without the prior written approval of the Client. Except as otherwise permitted herein, Contractor shall not, either directly or indirectly, publish or disclose any photographs, images, logos, web pages, copyrighted or trademark protected information of Client; or use such information for the benefit of itself or any other person or entity without the prior written consent of the client.

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WORKING CONDITIONS

Except as otherwise provided in this Agreement, the Contractor will work in good faith to agree on working time, methods, and decision making in relation to performance of the Services in accordance with the Agreement. Whenever possible, the Contractor must work autonomously, however the Contractor will be responsive to the reasonable needs and concerns of the Client.

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, elected officials, appointed officials, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damage, liabilities, penalties, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, elected officials, appointed officials, officers, agents, employees and permitted successors and assigns that occurs in connections with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

Any amendment or modification of this agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this agreement.

INUREMENT

This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

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GENDER

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

SERVABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand on this ____ day of November, 2021.

The City of Rochelle

Printed Name: _____

Title: _____

Signature: _____

Panoptic Solutions, LLC

Printed Name: _____

Title: _____

Signature: _____