

Resolution No. 23-15

A RESOLUTION APPROVING A GREEN BUILDING GRANT APPLICATION SERVICES AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE AND ARC PERSPECTIVES, INC.

WHEREAS, the Village of East Dundee (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village obtained and reviewed a proposal from Arc Perspectives, Inc. for facilitating and coordinating activities related to the submission of an application to the Illinois Clean Energy Community Foundation for its high performance green building grant program for the future Village Hall expansion; and,

WHEREAS, the President and Board of Trustees of the Village of East Dundee find that it is in the best interests of the Village to accept the proposal for green building services from Arc Perspectives, Inc.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1: That the Agreement, dated January 8, 2015, which is attached hereto and made a part hereof by reference as Exhibit A, between Arc Perspectives, Inc. and the Village be and is hereby approved in an amount not to exceed \$30,000 and the Village Administrator is hereby authorized to execute said Agreement on behalf of the Village.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 16th day of Feb, 2015, pursuant to a roll call vote as follows:

AYES: Trustees Skillicorn, Lynam, Selep and Wood

NAYS: Ø

ABSENT: Trustee Ruffalo

ABSTAIN: Trustee Gorman

APPROVED this 16th day of Feb, 2015

Attest: Heather Maieritsch
Heather Maieritsch, Village Clerk

Lael Miller
Lael Miller, Village President



January 8, 2015

Mr. Robert Skurla
Village Administrator
Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118

Dear Mr. Skurla:

You have retained our services for the purposes of facilitating and coordinating activities related to the submission of an application to the Illinois Clean Energy Community Foundation for its High Performance Green Building Grant program for the future Village Hall Building located at 115 East Third Street, East Dundee, Illinois. The scope of work includes:

1. Meet with program officers from the Illinois Clean Energy Community Foundation (ICECF) 2 N. LaSalle Street, Chicago to discuss scope of grant request.
2. Assist architectural firm in understanding LEED design and renewable energy requirements necessary to qualify for ICECF grants.
3. Meet with program officers from the Illinois Clean Energy Community Foundation (ICECF) and the design team at 2 N. LaSalle Street, Chicago to discuss project and design strategy.
4. Work with program officers from ICECF to understand changes required to the project scope (if any). Develop a schedule of all directives from ICECF along with required components for the grant application.
5. Gather studies, models, budgets, statements, and documentation from architect, the Village of East Dundee, LEED coordinator, and commissioning agent. Prepare narratives and documentation necessary for the grant application.
6. Oversee activities and communications related to changes and directives from ICECF. Develop documentation based upon ICECF requests. Prepare and submit the final High Performance Green Building grant application along with associated documentation to the ICECF.

This scope of work is based on information provided by the Village of East Dundee, including architectural services to be provided by DDCA Architects. It is projected that construction will

commence around the first week of June 2015. Major changes or delays may require additional services. If additional services become necessary, changes and/or additions will be discussed, contracted, and approved prior to implementation.

This agreement does not guarantee receipt of grant funds.

Scope of work does not include: design decisions, design approvals, construction management and/or construction oversight.

In providing the Services, we will rely upon the documents, data, information and resources provided by you and your design team and upon the documents, data, information and resources to which we are given access. We will make no independent investigation or review in order to confirm the accuracy or completeness of any documents, data, information and resources provided to us.

None of the products, documents or reports we produce or deliver to you in connection with the performance of the Services is intended to be reproduced or used for any purpose other than as outlined above. We cannot be held responsible or liable for any losses occasioned to you or others as a result of the circulation, publication, reproduction of any products, documents or reports we furnish to you. You shall indemnify and save us harmless should those documents be circulated, published or reproduced contrary to the provisions of this paragraph and any person suffers any loss or damage, directly or indirectly, as a result thereof.

Total cost: \$30,000

Because payment is determined by a Lump Sum basis, monthly invoices will be rendered based on the portion of the total services completed during the month as estimated by the Consultant.

As a guide, significant milestones and their related percentage of completion are as follows:

- End of schematic design phase – 25% complete
- Completion of design team meeting with ICECF program officers – 50% complete
- Submittal of grant application to ICECF – 100% complete

Travel time and administrative expense related exclusively to this agreement shall be included in the agreed-upon lump sum. **The total of all these invoices shall not exceed thirty thousand dollars (\$30,000) without the prior written approval of both parties.**

We agree to hold and maintain in trust and confidence any confidential information we receive from you and not disclose such confidential information, by publication or otherwise, to any person other than those persons whose services are contemplated for the purposes of carrying out the Services, or otherwise for your benefit.

You acknowledge that we are providing the Services to you as an independent contractor and that we reserve the right to enter into engagements and/or retainers with others, for the provision of similar services, provided that we observe the confidentiality provisions outlined above.

This agreement represents the entire agreement between ARC Perspectives, Inc. and the Village of East Dundee, and supersedes all prior negotiations, agreements, and understandings between the parties as they relate to the rehabilitation of the Village Hall project. In the event of a conflict between the terms of this agreement and the attached General Conditions, the terms of this agreement will prevail.

This agreement consists of four pages including the attached General Conditions.

If the foregoing terms of our engagement are acceptable, would you kindly sign the enclosed duplicate of this letter where indicated and return it to us. Your signature will confirm your agreement to this engagement.

Yours truly,

ARCPERSPECTIVES

Per: Laurel Bergren

Name: Laurel Bergren
Title: Vice President
Date: January 8, 2015
Executed in Mount Carroll, Illinois

This is to confirm that we have retained the firm of **ARCPERSPECTIVES** on the above-described basis.

Village of East Dundee

Per: Robert J. Skurka

Name: Robert J. Skurka
Title: Village Administrator
Date: February 12, 2015

General Conditions

ARC Perspectives, Inc. (the "Consultant")

Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

STANDARD OF CARE

In performing its professional services hereunder, Consultant will use that level of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession currently practicing in the same or similar locality. No warranty, expressed or implied, is made or intended by the Consultant's undertaking herein or its performance of services hereunder.

CONFIDENTIALITY

Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party.

PAYMENT

Payment for services rendered shall be made monthly in accordance with invoices rendered by the Consultant. Such invoices shall be payable net 30 and shall include all hourly work billed in the prior month plus all reasonable costs and expenses incurred in the prior month. If payment is to be on a Lump Sum basis, monthly invoices will be based on the portion of the total services completed during the month as estimated by the Consultant. If payment is to be on a Standard Hourly Rate basis, or a Multiplier of direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client does not accept new Standard Hourly Rate schedules adopted by the Consultant on an annual basis, the Consultant may terminate the Agreement and/or cease performing services under the Agreement until paid in full.

Invoices, or any part thereof, which are not paid within 30 days after the date of their issue shall be assessed a service charge at the rate of 1 ½% per month unless other contractual arrangements have been made. Client will pay on demand all collection costs, legal expenses and attorney's fees incurred or paid by Consultant in collecting payment, including service charge, for services rendered. Nonpayment of invoices shall be cause for suspension of services by the Consultant.

TERMINATION

This Agreement may be terminated by either party upon thirty days written notice. In the event of termination, the Consultant shall be compensated by the Client for all services and expenses rendered to the date of termination plus reasonable termination costs to transition Consultant's files.

COMPLIANCE WITH CODES AND STANDARDS

In the performance of all services to be provided hereunder, Consultant and Client agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.