**Technical Expertise for the MREA Grow Solar Partnership**

**PROFESSIONAL SERVICES AGREEMENT**

Beginning Date: October 16, 2015

Ending Date: December 31, 2016

CONTRACTOR: Installer Name

Street Address

City, State ZIP

Main Contact

Phone Number, Email

CLIENT**:** Midwest Renewable Energy Association

7558 Deer Rd

Custer, WI 54423

(715) 592-6595, peterm@midwestrenew.org

Client Contact: Peter Murphy

This Contractor Agreement (hereafter referred to as “Agreement”) is made and entered into between Midwest Renewable Energy Association (hereinafter referred to as “MREA”) and [INSTALLER NAME] (hereinafter referred to as “Contractor”).

MREA and the Contractor do hereby agree that the Contractor work closely with the administrative team and their delegates to perform the professional services and tasks set forth in Attachment A to the satisfaction of and upon the following terms and conditions:

**1. TERM**

This Agreement shall be in effect for the term stated above unless it is extended by written agreement of the parties or sooner terminated as set forth in this Agreement.

**2. SCOPE**

Contractor agrees to perform services and tasks as described in Attachment A to this Agreement. Contractor shall perform the Services in accordance with the standard of practice generally accepted in its profession for similar contractors with significant experience and capability providing similar services. MREA shall be entitled to rely upon the accuracy and completeness of any information furnished by the Contractor.

**3. STATUS**

Signatories to this document specifically understand and agree that the Contractor's status is that of an independent contractor and not an employee. Contractor and its employees/agents shall be an independent contractor in all respects and Contractor and its employees/agents shall not have any claim for health/life insurance, vacation, sick leave, retirement, social security, worker’s compensation, disability or unemployment benefits or other employee-type benefits of any kind. Contractor and/its employees shall report earnings hereunder for all federal, state and local tax purposed, as received in his capacity as an independent contractor. MREA will file and issue Form W-9 to Contractor for all compensation paid to Contractor pursuant to this Agreement. Because Contractor is an independent contractor, neither federal, state or local income tax nor any other type of payroll deduction, including but not limited to FICA, FUTA, workers compensation and unemployment tax, shall be withheld or paid by MREA on Contractor’s behalf.

**4. LABOR**

Contractor agrees it is solely responsible for providing the labor to achieve the specified requirements of Attachment A. Contractor agrees to be available to MREA on an as needed basis, and that the hours of labor are not ordinarily established by MREA. Contractor and MREA understand Contractor is free to work for any number of other persons or firms simultaneously.

The Contractor has the right to control or determine the methods and means of performing contractual services and MREA has no right to control how the work is performed other than as specified for requirements as stated in Attachment A. As an independent contractor, Contractor is without authority to bind the MREA or create a liability for MREA as a result of its performance of the contracted work.

**5. ASSIGNMENT**

Contractor may not assign or delegate any rights or obligations hereunder without the prior written consent of MREA. MREA may not assign or delegate any of its rights or obligations hereunder without the prior written consent of Contractor.

**6. TERMINATION**

Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement, without cause, at any time before expiration by either MREA or Contractor given that written notice is provided to the other party at least thirty (30) days prior to the termination date. In such event, the Contractor shall be paid for all approved services performed prior to the date of termination of this Agreement.

**7. CERTIFICATE OF INSURANCE**

The Contractor shall purchase and maintain insurance coverage in such amounts as are acceptable to MREA with companies to which MREA has no reasonable objection to including the following: Minimum $1,000,000 Commercial General Liability, Automobile Liability and Workers Compensation Insurance.

The Contractor shall furnish MREA with a Certificate of Insurance duly executed, certifying that such insurance has been provided and specifying the dates when such insurance commences and expires. The General Liability certificate shall be properly endorsed stating that MREA is named as additional insured and that coverage for the additional insured is primary and non-contributory as required above. Failure to provide this documentation may result in cancellation of this Agreement contract. Such insurance shall be maintained until performance of the Scope of Work is completed and accepted by the MREA. General Liability coverage shall not be cancelled or altered without 30 days written notice to the MREA.

**8. PAYMENT**

MREA has no financial obligation to the Contractor. All Contracts will be executed between the home or small business owner and the selected contractor.

MREA is not responsible for the contract that is entered into by the selected Contractor and Program participants. The contractor will waive and release MREA and its Program partners from any and all claims and causes of action arising out of the Program.

**9. HOLD HARMLESS**

To the extent permitted by law, Contractor hereby agrees to indemnify, protect, defend and hold MREA, individually and collectively, and their affiliates, officers, agents and employees free and harmless from and against any and all losses, liabilities, claims, demands, actions, damages, obligations, judgments, costs and expenses, including reasonable legal fees and expenses relating thereto, arising out of any claims of any nature made against MREA relating to or arising from the Contractor’s services under this Agreement, provided that no party shall be indemnified for claims arising from such party’s own negligence. In the event any provision contained in this Agreement shall be deemed void or unenforceable, it shall not thereby invalidate or be construed to invalidate any other provision contained in this Article or elsewhere in the Agreement, all of which shall remain in full force and effect. Contractor’s obligation to indemnify MREA shall survive the termination of this Agreement.

**10. RIGHTS TO INVENTIONS AND MATERIALS**

Contractor agrees to assign to any and all rights, title and interest in and to all inventions, files, records, documents, drawings, specifications, equipment, and similar items whether or not patentable, and including all copyrightable material conceived and prepared by Contractor, or those acting on behalf of Contractor, whether or not in conjunction with employees of the MREA, where such inventions or copyrightable material develop from or arise out of professional services rendered pursuant to this Agreement. Such inventions and materials shall remain the property of and shall be treated in a confidential manner by Contractor so as to safeguard its proprietary nature.

**11. WAIVER**

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party, which is in violation of the provisions of this Agreement, shall not be construed as a waiver of that violation nor any future violation of the provisions of this Agreement. Any such waiver, in order to be effective in the first instance, must be in writing and signed by the party against whom the waiver is asserted. A waiver by either party at any time of any breach by the other party of or compliance with any provision of this Agreement shall not be deemed or construed to be a waiver of any subsequent breach by the other party of such provision or a waiver of any other provisions of this Agreement.

**12.** **APPLICABLE LAW**

This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Wisconsin.

**13. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between MREA and Contractor with respect to its subject matter and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by MREA and Contractor.

**14. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

**15. SEVERABLE PROVISIONS**

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**16. BINDING EFFECT**

The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

**17. MEDIATION**

The parties shall first attempt to resolve any dispute arising from or relating to this Agreement through mediation.

**18. COMPLIANCE WITH APPLICABLE TERMS OF GRANT CONTRACT**

Contractor agrees that in performing the Services, Contractor shall comply with all applicable terms of the Grant Contract, including the following:

* 1. All deadlines that apply to any portion of the Obligations of which the Services are a part.
  2. All applicable provisions of the Special Terms and Conditions for the Grant Award, copies of which are attached in Attachment 3.
  3. Refrain from any act or omission that, with or without the passage of time, would cause the MREA to be in breach of the Grant Contract (a “Grant Contract Breach”).

**19. INCORPORATION BY REFERENCE**

Attachments A, B, and C are integral parts of this Agreement and are incorporated into this Agreement.

This Agreement shall only be effective once all the parties have affixed their signatures hereto and delivered a fully executed contract to each party.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Independent Contractor Name (as shown on income tax return)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Name, if different from above

Check appropriate box:

* + - * Individual/Sole proprietor
      * Corporation
      * Partnership
      * Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEIN **52-2156034**

IN WITNESS WHEREOF, Contractor and MREA have executed this Agreement as of this 16th day of October, 2015.

Installer Name  **Midwest Renewable Energy Association**

Street Address 7558 Deer Rd

City, State ZIP Custer, WI 54423

Phone Number (715) 592-6595

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

Name, Title Nick Hylla, Executive Director

**Attachment A**

**SCOPE OF WORK**

The contractor will complete the following professional services for MREA, as part of the SunShot Initiative: Rooftop Solar Challenge II. Funding is provided through the United States Department of Energy.

**A. Scope of Work**

The Contractor will provide installation of residential and commercial solar electric systems in the Urbana-Champaign metropolitan area.

**B. Contractor Services**

Contractor will manage all participant site assessments, work contracts and solar system installations for purposes of:

* Developing a user-friendly format for messaging and participation in the program;
* Coordinating participant site assessments and bids so all are completed by March 31, 2016;
* Participating with MREA in neighborhood outreach info sessions;
* Implementing the participant sales and installation;
* Providing participants a cost estimate for U.S. made modules;
* Executing customer contracts between the participant and Contractor, with written specification within the customer contract that MREA and the UC Solar Advisory Committee are not parties to the contract and that Contractor is solely liable for any claims, losses, or damages arising out of the contract;
* Providing customer service before and after customer installations, including providing a manual with information on all the products;
* Maintaining an up-to-date customer database with participant status information;
* Completing all installations by December 31, 2016; and
* Participating in project team meetings as scheduled.
* Providing to MREA weekly reports, and any additional data as requested, including but not limited to, the number of community initial interest contacts, number of site visits completed, number of feasible sites, number of signed contracts, financing options associated with signed contracts and contracted capacity.

**C. Reporting Requirements**

1. Contractor will provide all deliverables and status reports by December 31, 2016.

**D. Staff Contact**

Peter Murphy, Market Development Coordinator

c/o Midwest Renewable Energy Association

Phone: 715-592-6595

Email: [peterm@midwestrenew.org](mailto:peterm@midwestrenew.org)

**CERTIFICATION OF CONTRACT**

The below signed Contractor hereby certifies that it is not barred from entering this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF CONTRACTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TODAY’S DATE

THIS FORM MUST BE RETURNED TO:

Nick Hylla, Executive Director

Midwest Renewable Energy Association

7558 Deer Rd

Custer, WI 54423

(715) 592-6595