

**McHENRY COUNTY COLLEGE
SHAH CENTER SOLAR PV CONSTRUCTION PROJECT AGREEMENT
BETWEEN COLLEGE AND _____, INC**

THIS AGREEMENT (**Agreement**) is made as of June 20, 2014 by and between **McHENRY COUNTY COLLEGE**, 8900 U.S. Highway 14, Crystal Lake, IL 60012 (**College**) and _____ (**Contractor**).

College and Contractor desire to enter into this Agreement, pursuant to which Contractor shall construct a 91.26 KW Solar Photovoltaic (PV) System at McHenry College's Shah Center to generate not less than 110,000 KWH. The parties agree as follows:

- 1.. Scope of Services: Contractor shall provide all professional engineering services and construction services necessary to meet the performance specifications and construction services to achieve a 91.26 KW per year Solar Photovoltaic System at the Shah Center located at 4100 Shamrock, McHenry, Illinois in accordance with the Invitation to Bid dated May 22, 2014 and Addenda which are attached hereto and incorporated by reference, herein, as Exhibits 1 and ___.
2. Alternates: Contractor shall provide the following Alternates:
3. Contractor's Fee:
Alternate Fee:
Total Contract Price:
4. Extended Annual Operation and Maintenance Service: Upon completion of the Warranty period, Contractor shall provide on-going annual operation and maintenance servicing of the solar PV system for a period of ___ years at an annual fee of \$_____.
5. Warranty: Contractor shall operations and maintenance services during the [two (2) or five (5) year] warranty period on Labor and Workmanship and monitoring subscription service.
6. Commencement and Completion of Work and Training: Contractor shall commence work upon issuance of a Notice to Proceed and shall complete Work within ninety (90) days. Within thirty (30) days of completion of the Work, Contractor shall complete commissioning and training as well as complete Public Education Displays as required by the Invitation to Bid.
7. Payment to Contractor. Contractor shall submit monthly statements for work rendered. The statements will be based upon a Section 5 Affidavit [770 ILCS 60/5], setting forth the name, address and scope of subcontract, the amount due and the amount to become due each Contractor and each subcontractor for Work completed at the time of billing on the basis of

actual work performed. The first payment Contractor shall submit a partial waiver of lien. Subsequent payments applications shall be supplied with trailing partial waivers of subcontractors. Final Payment shall be made only upon receipt of Final Waivers of Lien issued by Contractor and all subcontractors listed on the verified Section 5 Affidavit.

College shall make payments to Contractor thirty (30) days after receipt of Contractor's statements properly submitted.

8. Prevailing Wage Act: On or before the 15th day of each month Contractor and each subcontractor who participates in the Project shall submit to College certified payroll records of all laborers, mechanics, and other workers employed by them on the project. The records shall include (i) the worker's name, (ii) the worker's address, (iii) the worker's telephone number when available, (iv) the worker's social security number, (v) the worker's classification or classifications, (vi) the worker's gross and net wages paid in each pay period, (vii) the worker's number of hours worked each day, (viii) the worker's starting and ending times of work each day, (ix) the worker's hourly wage rate, (x) the worker's hourly overtime wage rate, (xi) the worker's hourly fringe benefit rates, (xii) the name and address of each fringe benefit fund, (xiii) the plan sponsor of each fringe benefit, if applicable, and (xiv) the plan administrator of each fringe benefit, if applicable in accordance with the requirements of the Prevailing Wage Act. Contractor and subcontractor shall be required to maintain certified payroll records enumerated herein for a period of three (3) from the date of last payment. 820 ILCS 130/01 et seq.
9. Defective Work and Guarantee. All Work performed by Contractor and all materials supplied shall be new, of high quality and free of defect. Contractor shall promptly correct or replace any defective Work or materials.
10. Indemnification and Insurance. Contractor hereby agrees to indemnify and hold College, its board members, officers, agents, employees, administrators, and volunteers (hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to College, the insurance coverages set forth in Exhibit 1, a copy of which is attached hereto and incorporated by reference herein. Contractor shall adhere to all provisions of Exhibit 1.
11. Performance Bond and Payment Bond. Contractor shall within ten (10) business days of

notice of award of contract shall supply a Performance Bond and a Payment Bond in the amount of 100% of the Contract.

12. Termination. College may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. If this Agreement is terminated for cause, the Contractor shall be liable to the College for any increase in project cost incurred by the College in completing the work. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of College. College shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.
13. Maintenance of Service Area. Contractor shall perform all Service so as to minimize impact on College's operations. Service areas shall be kept neat and orderly. All debris and litter shall be removed. Adjoining areas shall be protected from dust and debris.
14. Changes in Scope of Work. College may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by College and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. College shall solely select the method of pricing.
15. Human Rights Act. Contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 *et seq.*
16. Drug Free Workplace. Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
17. Sexual Harassment Policy. Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).
18. Solid Waste Management. Contractor to the extent feasible shall comply with the College's comprehensive waste reduction plan. 415 ILCS 20 *et seq.*
19. Department of Employment Security Law, Contractor (except individuals or entities that are party to a contract with a bona fide labor organization and perform construction or construction-related services) shall post either (i) post employment vacancies on the Department of Employment Security's web site [IllinoisJoblink.com] or (ii) provide a link to its employment vacancies so that the link is accessible through the web page of the IllinoisJobLink.com system or its successor system. 20 ILCS 1005/1005-47.

20. Successors and Assigns. Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the College. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

22. Entire Agreement; Conflict. This Agreement incorporates College's bid instructions and bid request documents along with Contractor's bid, but only to the extent that Contractor's bid is not in conflict with other contract documents. This Agreement represents the entire agreement between Contractor and College and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by College and Contractor. In the event of a conflict between this Agreement or any exhibits hereto and a proposal from Contractor, this Agreement and its exhibits shall control, followed by College's bid instructions and request documents, and finally, by Contractor's bid.

This Agreement has been executed the day and year provided above.

MCHENRY COUNTY COLLEGE

CONTRACTOR.

By: _____
 Name: Robert Tenuta
 Title: Chief Financial Officer

By: _____
 Name: _____
 Title: _____

EXHIBIT 1

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the College. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish College with two (2) original Certificates of Insurance, with College named as an Additional Insured for Commercial General Liability and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the College. Further, the Certificate of Insurance shall state that coverage provided is primary and non-contributory to any other coverage available to College. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

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|--|--------------------------------|
| Commercial General Liability including: | \$1,000,000/\$1,000,000 |
| 1. Premises - Operations | |
| 2. Explosion, Underground and Collapse Hazard | |
| 3. Products/Completed Operations | |
| 4. Contractual Insurance | |
| 5. Broad Form Property Damage | |
| 6. Independent Contractors | |
| 7. Bodily Injury | |
| Automobile Liability | |
| Owned, Non-owned, or Rented | \$1,000,000/\$1,000,000 |
| Workers' Compensation and Occupational Diseases | As Required by Applicable Laws |
| Employer's Liability | \$1,000,000 |
| Professional Liability | \$1,000,000/\$1,000,000 |