

EMERGENCY RESTORATION CONTRACT AGREEMENT

This Agreement, made as this _____ day of _____, _____, by and between Carteret Craven Electric Cooperative (“EMC” or “Cooperative”) and _____ (“Contractor”).

WITNESSETH:

Whereas, EMC is an electric membership corporation, which has need to retain the services of contractors to assist in the restoration of electric service, with such need frequently arising after major storms.

Contractor is in the business of constructing, maintaining and repairing electric facilities used by EMC to deliver electric energy to its members.

EMC and Contractor mutually desire to enter into this Agreement.

Now, therefore, in consideration of the premises of this Agreement and the subsequent undertakings and representations, the parties agree as follows:

1. Contractor shall furnish all manpower and equipment required to assist EMC in the restoration of electric service. Contractor’s crews shall follow all Rural Utilities Service (RUS) standards while performing all services contemplated by this Agreement, including performing emergency repairs to EMC’s electric system. All such work shall be performed in accordance with generally accepted standards of the electric utility industry, including the National Electric Safety Code. All work shall be completed in a workman-like manner by qualified employees of Contractor.
2. Contractor shall at all times make reasonable efforts to protect the properties of EMC and its members, particularly in the use of heavy equipment. Any damage to the property of any member of EMC shall be reported in a timely fashion to one of EMC’s representatives.
3. Contractor agrees to indemnify, save and hold harmless EMC from and against any and all claims of damages or injuries to person or property which result from work performed by Contractor pursuant to this Agreement. Contractor further agrees to reimburse EMC for any and all damages to EMC’s property caused by Contractor, its agents or employees, with such reimbursement being at EMC’s actual cost.
4. Contractor shall at all times maintain general liability insurance in the minimum amount of \$5 million. In addition, Contractor shall maintain Workers’ Compensation insurance for all employees at statutorily required levels. Contractor shall provide EMC with proof of all insurance coverage.

5. Contractor shall execute the enclosed certification regarding debarment, suspension, ineligibility and voluntary exclusion.

6. Compensation:
 - a. Manpower: Time shall commence when an employee reports in for a work period and shall end when an employee reports out of the same work period. Pay for travel time is included. Compensation or reimbursement shall include all benefits, overhead, and direct and indirect expense, with no additional adders. Contractor shall be compensated based upon its regular pay plan for its employees. Contractor's employees and/or job classifications and their respective rates are listed on Attachment A, which is incorporated by this reference.

 - b. Equipment and vehicles: Charges for equipment and vehicles shall commence at the time of departure to report to EMC's facilities and shall continue while in use to provide the services rendered pursuant to this Agreement. All charges for equipment and vehicles shall be at hourly rates listed on Attachment B to this Agreement, which is incorporated by this reference. No mileage charges shall apply, and fuel shall be the expense of Contractor. Any mark-up shall be included in the hourly rate.

 - c. All invoices shall have one rate for employees and one rate for equipment and vehicles, with no additional adders, except for out-of-pocket expenses.

7. Law and Term: This Agreement, construed under the laws of North Carolina, shall begin upon execution by authorized representatives of the parties and shall terminate 365 days thereafter, unless mutually extended for an additional period of time, with such extension being in writing.

8. Restoration work per this agreement may be terminated 70 hours after the storm or when the EMC has determined that power has been restored to the electrical system. The maximum contract price is established at \$50,000.00, unless mutually extended, with such extension being in writing.

Contractor

Carteret Craven Electric Cooperative

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

Employee/Job Classification

Hourly Rate

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the preceding page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Sections 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON THE NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PR/Award Number or Project Name

Organization Name

Name and Title of Authorized Representative

Signature

Date