



## Online Form Instructions

- For the purpose of ECI REC online forms, when the word “signature” appears, a typed, legal name is an acceptable substitute. As long as the complete, legal name appears in each blank for which a signature was requested, the form is accurate and binding (pending accurate completion of all other form sections). It is not necessary to print and sign the form if users plan on taking advantage of the “submit by email” option provided on the final page of each form.
- Some rebates may require the actual signature of mechanical engineers. ECI REC will follow-up with members applying for those rebates as necessary.
- Please do not fill out the “office only” sections of the form. Tab past them when filling out the form.
- Completed forms and required sales receipts or invoices may also be submitted to ECI REC via fax at (319) 443-4359. Please submit both the completed form and accompanying invoice(s) using the same method—fax or email—to ensure they arrive together at ECI REC.
- Fill-able PDF forms work in most all web browsers, **except** Firefox. Suggested web browsers to use when completing the forms are: Internet Explorer, Chrome, Safari, Android, etc.



**East-Central Iowa Rural Electric Cooperative**

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## Standard Terms and Conditions

### For Services or Labor Provided to the Electric Cooperative Non-Line Work

Contractor \_\_\_\_\_

Contract, Work Order, or Purchase Order Reference \_\_\_\_\_

1. These standard Terms and Conditions (T&C) are attached to the above Contract, Work Order, or Purchase Order to perform the services or labor listed. Start of work confirms agreement to this T&C.
1. All work performed for the Electric Cooperative shall comply with all state, Federal and local laws, regulations, and statutes, including those provided by US OSHA, US DOT, IA-DOT, IA- DNR, IA-IUB/PUC.
2. All persons performing the work under this contract shall be qualified to perform this work. Training records may be required.
3. All accidents, incidents, close calls, and regulatory inspections related to operations under this contract shall be reported to the Electric Cooperative as soon as practical.
4. Contractors shall be fully and solely responsible for implementing the necessary safety measures required for this work.
5. The Contractor shall make MSDS's available to the Co-op. The Electric Cooperative shall have final approval of all materials.
6. Special conditions stated on the purchase order, work order, or contract should not be in conflict with these terms and conditions. Conditions in the purchase order, work order, or contract takes precedence over this T&C.
7. The contractor is responsible for calling "Iowa One-Call" according to regulations when planning to excavate.
8. Hold-Harmless Clause: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless ECIREC and its directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses arising wholly or in part by any act or omission, whether or not negligent, of Contractor or that of anyone directly or indirectly employed by Contractor or performing the work of Contractor or anyone for whose acts any of them may be liable, in connection with the performance of the work to be performed pursuant to the contract. This indemnification obligation shall not apply in the event a trier of fact shall determine that the damage or loss was the result of the sole negligence of ECIREC or in the event that ECIREC admits that the damage or loss was due to its sole negligence.
9. For all purposes of this Agreement, "expenses" shall include, but not be limited to, all costs incurred by ECIREC in defending these claims or enforcing the provisions of this Agreement including all litigation expenses, judgments, and attorney fees whether incurred prior to or during litigation, administrative hearings, arbitration, or bankruptcy proceedings, including trial and appellate levels. "Claims" shall mean all recognizable legal claims to include but not be limited to, personal injury claims, death claims, and claims for damage to real or personal property. The scope of the Contractor's duty to defend and hold harmless ECIREC hereunder is intended by the parties to be as broad as the law permits.
10. If any claim is brought against ECIREC, Contractor will promptly and zealously assume the defense of the claim upon being notified to do so by ECIREC. If Contractor fails to assume the defense after having been notified to do so, ECIREC in its sole discretion may settle or defend the claim and Contractor is bound to reimburse ECIREC or its

insurer for the full amount of any money expended settling, defending, or satisfying the claim, including all attorney fees and costs of any kind. The amounts so expended by ECIREC or its insurer shall be conclusive as determining the amounts for which Contractor is liable to reimburse ECIREC.

11. Contractor shall maintain throughout the period of this Agreement the Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Contractor under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.
12. Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
13. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, nonowned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
14. ECIREC shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required above. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to ECIREC. Contractor shall furnish ECIREC a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to ECIREC of any cancellation or material change in the insurance.
15. Violation of these terms and conditions is considered a breach of contract.

Contractor signature: \_\_\_\_\_

If submitting by email, please type your legal name in place of your signature above.

Date: \_\_\_\_\_

East-Central Iowa REC signature: \_\_\_\_\_

Date: \_\_\_\_\_