



Fort Loudoun Electric Cooperative

116 Tellico Port Road, P.O. Box 1030

Vonore, TN 37885

1-877-353-2674

UNDERGROUND EXCAVATION RELEASE OF LIABILITY

Member _____

Address _____ City _____

Station # _____ Eng. Location _____

Project Tracker # _____ Work Order # _____

Brief Job Description/Notes _____

IN CONSIDERATION of Fort Loudoun Electric Cooperative (FLEC) doing work on the Member's property, the Member and/or Contractor working on behalf of the Member hereby agrees to the following terms and conditions:

1. To take advantage of Tennessee One Call (811) to insure underground utilities are properly marked to prevent damage to underground utilities and facilities during excavation. Underground utilities and facilities that are Member owned and maintained are recognized as not being located by Tennessee One Call.
2. Agrees that underground utilities and facilities on Member's property will be potholed (uncovered) by Member to expose type, size and depth of installation prior to FLEC performing any excavation and/or drilling or other underground work on Member's Property.
3. Agrees to alert FLEC as to the location of any underground utilities or facilities of any kind including, but not limited to, septic tanks, septic and sewer lines, private water lines, buried electric, telephone communication or networking lines, flues or conductors. Member or Contractor will further alert FLEC by prominently marking any such utilities or facilities set forth above.
4. Agrees to remove from the path of installation any landscaping of any kind, but not limited to, fixtures, landscaping material, buildings, swings, bird baths, benches, or vegetation prior to installation, or reasonably will expect that such items may sustain damage as a result of the underground excavation. The Member and/or Contractor agree to reasonably advise FLEC as to how to avoid these areas and/or provide areas for adequate access for underground installations by FLEC or its designated contractor(s).

5. If FLEC damages underground utilities, property not moved or removed, or facilities not properly identified and/or exposed according to the above paragraphs while performing excavation, drilling, or other underground work on Member's property, Member and/or Contractor hereby agrees to hold FLEC, its employees, contractors or agents, harmless from any and all damages resulting therefrom and hereby releases FLEC from any liability related to the same.

6. FLEC agrees to furnish the Member with underground utilities, if possible. The Member can choose to allow FLEC to trench and install the infrastructure, or the Member is allowed to open/close the trench using a Contractor, if they so choose, as long as it is in accordance with FLEC's specifications. A price for underground will be based on method of installation. If rock is found to limit installation of underground lines to be in accordance with the Cooperative's specifications and it cannot be removed, the Member shall pay any additional costs associated with the removal of the rock when underground installation is still preferred by the Member. ***The Cooperative reserves the right to refuse to install underground utilizing its resources if rock is encountered and encourage installation of electrical infrastructure above ground.*** A Contractor of the Member's choice may be used at any time. It is likely that further installation time will be required or mitigation and that costs will be indeterminate when rock is limiting.

7. After initial installation, any settling and/or erosion becomes the Member's/Contractor's responsibility to maintain. FLEC or contractors working on behalf of FLEC will not be responsible for driveways that sink/settle where trenching is done or the replacing of gravel along a driveway, if applicable.

8. It is agreed that the underground power line as installed remains the property of FLEC at all times.

It is agreed on the date set forth below.

Member's /Contractor's Printed Name _____

Signature _____ Date ____/____/____

FLEC Representative's Printed Name _____

FLEC Representative's Signature _____ Date ____/____/____
