



Request for Temporary Clearance of Overhead Power Lines

I. Purpose

- a. Because of the extreme danger and risk of injury associated with working near electric lines and facilities, any work performed near electric lines and facilities should be performed in accordance with all legally recognized standards, including, but not limited to, the provisions of Chapter 752 of the Texas Health and Safety Code, all applicable rules and regulations of the Occupational Safety and Health Administration (OSHA), and the requirements of the National Electric Safety Code (NESC). CoServ Electric does not undertake to determine whether outside entities working near overhead lines are in compliance with the various legal standards and requirements. This is the responsibility of the party working near those lines.
- b. In order for CoServ Electric to process and consider requests for temporary de-energization and grounding, temporary relocation or raising of lines, or temporary mechanical barriers to separate and prevent contact between the line and the material and equipment or the person performing the work, activity or function, this *Request for Temporary Clearance of Overhead Power Lines* must be completed in its entirety and returned to CoServ Electric for its consideration. CoServ Electric will acknowledge the request within 48 hours of receiving it and provide the requesting party with a specific Request Number. The requesting party should send CoServ Electric this completed request along with any supporting documentation via e-mail at engserv@coserv.com or facsimile to 940-270-7790, to the attention of: Christy Siems. Please take note that CoServ Electric may ask for additional information and/or materials in support of the request. **Until the requesting party receives written approval from CoServ Electric in response to a specific request and supporting materials, the requesting party should not go near CoServ Electric's electrical lines. Once CoServ Electric approves the specific request in writing, then, and only then, is there an agreement on this specific request.**
- c. If this request for temporary clearance of overhead power lines would result in actual expense incurred by CoServ Electric, CoServ Electric will require payment in advance of any request approval. If the actual expense is less than the amount paid, CoServ Electric will refund the surplus to the requesting party.



II. Information in Support of the Request

Requesting Party Information:

Company/Business Name: _____

Tax ID Number: _____

Mailing Address (including County): _____

Physical Address (if different): _____

Name of Company Contact Person: _____

Title: _____

Date of Birth: _____

Business Telephone No.: _____

Fax No.: _____

Mobile No.: _____

Email Address: _____

Home Address: _____

Home Telephone No.: _____

Description of the Work:

Please provide a detailed description of the Work to be performed (e.g., installing a fence, or working on a billboard, etc.), including a general description of the type of equipment to be used.

Scheduled Start Date of Work (mm/dd/yyyy): _____

Scheduled Completion Date of Work (mm/dd/yyyy): _____

Description of the Work Area:

Please attach a sketch of the Work Area, with its boundaries clearly identified, and a list of all streets located within the Work Area.



III. Terms and Conditions

- a. The Requesting Party identified above (“Requesting Party” hereafter) hereby acknowledges that CoServ Electric’s written approval of the Requesting Party’s request amounts to good and valuable consideration for the Requesting Party’s obligations and commitments under the following terms and conditions. The Requesting Party hereby agrees to the following terms and conditions upon CoServ Electric’s written approval of this specific request:
1. Requesting Party shall at all times perform the Work in accordance with (i) Chapter 752 of the Texas Health and Safety Code, (ii) minimum clearance and other requirements set forth in the National Electric Safety Code (NESC[®]), and (iii) any and all other applicable laws, rules, regulations, ordinances and/or guidelines, including, but not limited to, any rules and regulations promulgated by the Occupational Safety and Health Administration (OSHA).
 2. Requesting Party shall ensure that a copy of the Request and a signed copy of CoServ Electric’s written approval be kept onsite at all times during the performance of the Work. Requesting Party shall provide such copies of the Request and CoServ Electric’s written approval to any employee or agent of CoServ Electric upon request.
 3. Requesting Party shall ensure that, prior to commencing the Work, the Request and CoServ Electric’s written approval are read by all employees of Requesting Party and its subcontractors, if any, who will perform any part of the Work or who will be present within the Work area during the performance of the Work. Requesting Party shall be responsible for translating the Request and CoServ Electric’s written approval into any language necessary to ensure compliance with the foregoing provision.
 4. CoServ Electric hereby advises Requesting Party that it strongly recommends that Requesting Party engage a person(s) who is qualified to observe and/or supervise Requesting Party’s performance of the Work and to advise Requesting Party of the added safety precautions that should be taken whenever Work is performed in close proximity to electric lines and facilities, and that such person(s) be present at the Work area during the performance of any and all of the Work. Requesting Party hereby acknowledges that CoServ Electric does not undertake to determine whether Requesting Party or outside entities working near overhead lines are in compliance with the various legal standards and requirements.
 5. **REQUESTING PARTY SHALL INDEMNIFY, DEFEND AND HOLD COSERV ELECTRIC AND ITS OWNERS, MEMBERS, SUBSIDIARIES, DIVISIONS AND AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “INDEMNITEES”), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, LIABILITY, DAMAGES, JUDGMENTS OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND LITIGATION COSTS, FOR PERSONAL INJURIES, (INCLUDING, BUT NOT LIMITED TO, DEATH) OR PROPERTY DAMAGE, SUFFERED BY ANY PERSON OR ORGANIZATION (INCLUDING EMPLOYEES OF REQUESTING PARTY OR ANY OF ITS SUBCONTRACTORS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH REQUESTING PARTY’S OR ITS SUBCONTRACTORS’ PERFORMANCE OF THE WORK, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OR FAULT OF ANY INDEMNITEE, OR WHETHER BASED ON STRICT LIABILITY, WARRANTY, OR OTHERWISE. IT IS THE SPECIFIC INTENTION OF**



THE PARTIES THAT LIABILITY OF REQUESTING PARTY AND ITS SUBCONTRACTORS FOR INJURIES TO THEIR EMPLOYEES SHALL NOT BE LIMITED BY REQUESTING

PARTY'S OR ANY OF ITS SUBCONTRACTORS' WORKERS' COMPENSATION LIABILITY OR OTHERWISE AND THAT INDEMNITEES SHALL HAVE NO LIABILITY WHATSOEVER FOR INJURIES TO THE EMPLOYEES OF REQUESTING PARTY OR ITS SUBCONTRACTORS. TO THE EXTENT THAT THE LAWS OF THE GOVERNING JURISDICTION PROHIBIT OR DECLARE UNENFORCEABLE THIS INDEMNIFICATION AS IT APPLIES TO ANY INDEMNITEE'S OWN NEGLIGENCE OR FAULT, THEN THIS INDEMNIFICATION SHALL BE INTERPRETED TO OBSERVE SUCH PROHIBITION OR DECLARATION BUT ONLY TO THE EXTENT NECESSARY TO CAUSE IT TO BE CONSISTENT WITH LAWS OF SAID GOVERNING JURISDICTION AND TO CAUSE THE MAXIMUM INDEMNIFICATION OF INDEMNITEES AS ALLOWED THEREUNDER. REQUESTING PARTY ASSUMES ALL RISK OF DAMAGE OR INJURY (INCLUDING DEATH) TO REQUESTING PARTY'S OWN PROPERTY OR PERSON OR TO THE PROPERTY OR PERSON OF REQUESTING PARTY'S EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES FROM ANY CAUSE WHATSOEVER.

- 6. Nothing within this document limits CoServ Electric's rights and/or remedies under Chapter 752 of the Texas Health and Safety Code.
- 7. **Any approval of the Request shall terminate on the day following the date designated in the Request as the scheduled completion date for the Work without any further action by CoServ Electric. No extension of such scheduled completion date shall be valid unless it is approved by CoServ Electric in writing.**
- 8. Should any provision of this document be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and the illegal or invalid part, term or provision shall not be deemed to be a part of the document.

IN WITNESS WHEREOF, the undersigned does hereby execute this acceptance on behalf of Requesting Party as of the ____ day of _____, 20__.

REQUESTING PARTY:

By: _____
Name: _____
Title: _____