Utility & Contractor Agreement

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to as UTILITY, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to as CONTRACTOR, agree:

CONTRACTOR will perform the construction of new power lines, maintenance of new and existing power lines as directed by UTILITY, both above and below ground for UTILITY in the following areas:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and terminating on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. UTILITY shall from time to time provide directions to CONTRACTOR as to what services shall be provided. Such directions shall include times for completion. Unless CONTRACTOR objects in writing within \_\_\_\_\_\_\_\_ days after receipt of plans as to the proposed time for completion, the time specified by the UTILITY shall control. In the event of a dispute the parties shall meet and in good faith set a time for completion.

In any case, CONTRACTOR shall diligently and expeditiously complete the work, which is assigned. Neither party to this agreement shall be liable to the other for any loss, damages or delay which is a result of factors beyond the reasonable control of the party such as: inclement weather, which within the trade is considered to be too hazardous for work; strikes, civil insurrection, which list is not exclusive, but is illustrative.

CONTRACTOR is not assured by this agreement of any particular level of work by UTILITY. Unless specifically provided for herein, this agreement is non-exclusive.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall furnish all materials for construction and maintenance of the utilities to the CONTRACTOR.

CONTRACTOR will complete the work in strict accordance with the plans provided. Such work shall conform to the standards and practices in general and accepted usage in the electrical utility industry, and further, in accordance with any applicable laws or regulations.

CONTRACTOR will indemnify and hold harmless UTILITY from any and all claims and damages related to its performance of this agreement. CONTRACTOR shall at all times maintain policies of public liability insurance and, statutory worker’s compensation. CONTRACTOR shall provide copies of such policies to the UTILITY.

Upon request CONTRACTOR shall secure bonds, which shall indemnify COMPANY from any claims of mechanic’s, materialmen, or worker’s liens and claims. The premium for the same shall be reimbursed by the UTILITY to CONTRACTOR upon satisfactory completion of work.

As to each job, CONTRACTOR shall provide an affidavit to the UTILITY upon completion certifying either that:

1. all materialmen, mechanics, workmen and any others who are entitled to file mechanic’s or other liens have been paid in full, or,
2. that certain materialmen, mechanics, workmen and others who are entitled to file mechanic’s or other liens have not been fully paid and the identities of the lienor.

Payment shall be in accordance with the schedule attached hereto.

This agreement creates a relationship solely of contractor and independent contractor.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By Utility

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By Contractor

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Review List

This review list is provided to inform you about this document in question and assist you in its preparation. A utility and contractor agreement is important when working with or around utilities such as in road, driveway, septic, and other construction projects. Be sure to have one in place, especially if you are the home, office, or real estate owner involved.

1. Make multiple copies. Give one to each signer and to the real estate owner as well.