

Lakeland Electric Department Affidavit for Energized Equipment Access And Liability Waiver

Lakeland Electric (a department of the City of Lakeland, a Florida municipal corporation) shall require completion of this Affidavit for Energized Equipment Access And Liability Waiver (“Affidavit”) by any company or person (“Affiant”) who by the nature of their intended work will require *their* access to energized Lakeland Electric equipment. The purpose for *their* access to Lakeland Electric energized equipment shall be to install or stub in conduit and/or to pull secondary cable for their client’s electric service.

In consideration for the mutual covenants contained herein, the Affiant hereby agrees to the terms and conditions set forth herein.

Definitions:

1. **Energized Equipment:** shall include, but not be limited to secondary pedestals, pad mounted transformers, manholes, junction boxes, and pad mounted switchgear or equipment enclosures, where the exposure to primary voltages is equal to 7,200 volts phase to ground, and/or exposure to secondary voltage is equal to or less than 600 volts within the opened equipment enclosure.
2. **Work:** shall be limited to the installation of non Lakeland Electric owned conduit and/or secondary voltage cable.
3. **Qualified Personnel:** the undersigned affiant (“Affiant”) (including employees, agents, or personnel of the Affiant), who through this instrument attests to be qualified to work around energized equipment and that all personnel under their direction shall follow established OSHA safety guidelines for work around energized enclosures.
4. **Access:** Upon signing this affidavit, and/or upon verifying person present as Affiant (or as qualifying agent or employee of the Affiant) to the City of Lakeland, Office of Risk Management Department, and upon scheduling at least two (2) working days (Monday through Friday) in advance of needed access, a Lakeland Electric representative shall meet the Affiant or his/her representative at the field location identified and unlock and open the energized equipment, insulate any exposed energized parts if possible, explain to the Affiant the location and voltage levels present within the enclosure, ask if they have any questions, answer those questions, and release the equipment to the Affiant to proceed with the work. Lakeland Electric may stand by or leave the area while the work is in progress by the Affiant. The Affiant shall continuously safeguard the opened equipment from the public while in their care, shall contact Lakeland Electric when they have completed their work, and shall stand by until the equipment can be closed and secured by a Lakeland Electric representative. The City of Lakeland hereby disclaims any and all liability for the accuracy and correctness of the information provided to Affiant pursuant to this paragraph 4. Access provided hereunder shall be at the sole risk of the Affiant and/or its employees, agents, or personnel. The City of Lakeland shall have no liability whatsoever, including negligence, for work conducted by the City in contemplation of this paragraph 4.
5. **Supervised Access:** Supervised Access shall be defined as any situation wherein a party is granted access to Energized Equipment and the City of Lakeland provides standby personnel

to oversee access of the Energized Equipment. The City of Lakeland reserves the right to provide Supervised Access anytime it sees fit.

Intent: This Affidavit shall place conditions on qualified parties needing access to City of Lakeland Energized Equipment and shall establish from the qualified parties the execution and delivery by the person seeking access a hold harmless/indemnification agreement in the favor of the City of Lakeland in order to gain this restricted access, and shall make the qualified parties fully responsible for any personal injury or property damage sustained by the City of Lakeland equipment, its employees, or any third parties, arising out of or resulting from the qualified parties work within the vicinity of said energized equipment.

Applicability: This Agreement shall apply to and bind the affiant when said affiant is authorized access to City of Lakeland energized equipment.

The Affiant hereby swears, affirms and avows to be qualified by experience and training to work around energized equipment, and that their employee(s) on site are also qualified to perform this work. The Affiant further agrees to adhere to at least the minimum safety guidelines as established by OSHA, and specifically OSHA Regulations (Standards – 29 CFR), Part Number 1910, subpart B, subpart title “Construction Work” and Part Number 1926, subparts V, subpart title “Power Transmission and Distribution,” and will follow any additional rules as established by the City of Lakeland or any other jurisdiction over such matters.

To the fullest extent permitted by laws and regulations, the Affiant shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against any and all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of commission, omission, negligence, recklessness or intentional wrongful misconduct through said access and work by the Affiant. The Affiant on behalf of itself, its officers, directors, employees and subcontractors hereby acknowledges the extremely dangerous and high hazard nature of energized equipment, and hereby assumes any and all risk including without limitation, risk of property damage, personal injury, and death arising out of or resulting from said equipment or working near said equipment.

In any and all claims against the City, or any of its officers, directors, agents, or employees by the Undersigned, for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Affiant or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City or the Affiant.

The Affiant, agrees to adhere to the terms and conditions contained herein, and follow industry accepted safety standards and policies for working with energized electrical equipment. The referenced safety standards and policies shall conform to, or exceed, Lakeland Electric’s Standard Electric Service Requirements (SESR) and all reference guides, the National Electrical Code (NEC), the National Electrical Safety Code (NESC), Occupational Health and Safety Administration (OSHA) and, all other local, state, or national governing authorities.

Furthermore, the individual or individuals performing the work shall be licensed by the State of Florida as qualified electricians to work within energized electrical equipment or facilities. A copy of said license must be filed with the City of Lakeland's Office of Risk Management with this Hold harmless /Indemnification affidavit.

Term: This Affidavit shall become effective on the date below and continue in effect for one (1) year from said date unless terminated in advance by the City of Lakeland.

Miscellaneous: The City of Lakeland reserves the right, without cause, to revoke the rights and privileges associated with this Affidavit.

The Affiant may not assign any rights or privileges herein.

Any party granted Supervised Access to Energized Equipment will be invoiced at the City of Lakeland's costs plus applicable multipliers for providing Supervised Access.

Affiant

Contractor : _____ Date: _____
(Name of Organization)

OR

Individual: _____
(Signature of Owner or Officer)

ATTEST: _____
Corporate Secretary or Witness

STATE OF : _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200_

by _____, of _____.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number

identification, and did _____ / did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Title

Serial Number, if any

Notary Seal