



SECTION 01725
UNDERGROUND UTILITY DAMAGE PREVENTION ACT,
PROTECTION OF UTILITIES

PART 1. GENERAL

- 1.1 The CONTRACTOR represents and warrants that it is familiar with and will comply with the "Underground Utility Damage Prevention Act" (T.C.A. Section 65-31-101, et. seq., as amended) ("hereafter the UUDPA"). In addition to any other remedy available to the OWNER at law or pursuant to this Contract, the failure by the CONTRACTOR to follow the requirements of the UUDPA and subsequent amendments in all respects shall be cause for immediate termination for cause of the Contract by OWNER.
- 1.2 In addition to the requirements of the UUDPA, the CONTRACTOR acknowledges that the Work required by this Contract is, in general, in close proximity to underground utility and other facilities, and the CONTRACTOR shall at all times protect and preserve all existing properties, works and structures of the existing power and light distribution system, telephone, telegraph and other signal systems, gas, water, sewer and other overhead and underground lines of every kind and character. The CONTRACTOR is solely responsible for exercising due diligence to identify and protect underground utilities and other facilities during the course of the Work.
 - 1.2.1 Damages due to Dig-In or other actions by CONTRACTOR. CONTRACTOR shall be solely responsible for all damages to properties incurred during the performance of Work or any Work related event including, but not limited to, damages that appear at a later date as a result of the Work. The CONTRACTOR shall at his own expense make restitution for the damages to the satisfaction of the owner of any utility, which has been damaged by the CONTRACTOR, or its agents, employees or subcontractors. If in the course of performing the Work, CONTRACTOR negligence in preventing damage to underground facilities is evident, the CONTRACTOR shall pay additional monetary damages per event, including but not limited to, any and all costs associated with repairing the damaged underground facilities, workplace safety fines as assessed by TOSHA, and other fines as are imposed under state law. In addition, if the property damaged is that of the OWNER and the OWNER finds the CONTRACTOR, its agents, employees or subcontractors at fault, the CONTRACTOR will pay OWNER the cost of repairing its damaged facilities, including but not limited to the cost of repair, lost product, crew mobilization costs, and inspection costs. OWNER, without limiting its other rights pursuant to this Contract or law, reserves the right to withhold contract payment otherwise due to CONTRACTOR under this Contract, any amount necessary to satisfy CONTRACTOR's obligations to OWNER under this part. The OWNER also reserves the right to deduct any or all of the damage related costs from the contract retainage. In the event the remaining contract balance or contract



retainage does not have sufficient funds to cover the damage related costs, the OWNER shall take whatever additional means are necessary to collect payment in full from the CONTRACTOR.

1.2.2 Lost Product due to Dig-In or other actions by CONTRACTOR. As a result of a Dig-In by CONTRACTOR, CONTRACTOR shall be responsible for all lost product and costs associated with disruption of utility services to the properties incurred during the performance of Work or any Work related event including but not limited to loss of Natural Gas and loss of Potable Water. CONTRACTOR shall, at CONTRACTORS own expense, make restitution for the lost product to the satisfaction of the respective utility owners, which has been damaged by the CONTRACTOR, or its agents, employees or subcontractors.

1.2.3 Damage Reporting to KUB. All damages shall be documented and reported to KUB as follows using the KUB on line damage reporting process.

Contractor shall follow the damage notification procedures specified herein in the event Contractor incurs damage to KUB assets or facilities, other utility provider's assets or facilities, or third party property. Contractor shall notify KUB's System Operations department immediately (24/7, 365) when Contractor incurred damage occurs to KUB, or other utility providers or governmental agencies. KUB shall make its own repairs or coordinate the repairs at the expense of the Contractor in accordance with the terms and conditions of the contract. Contractor shall not self repair its damages to KUB assets or facilities or other utility provider's assets or facilities unless directed in writing by KUB.

Contractor is responsible for fully completing repairs of its damages to third party property in accordance with the terms and conditions of the contract.

Following any damage event, the Contractor is responsible for completing a Contractor Damage Report and submitting it to KUB by the end of the next business day.

For all Contractor responsible damages occurring while performing work for KUB, proceed in order as follows:

1. Classify the Damage as KUB, other utility provider, governmental agency OR Third Party.

1a. For damages to KUB or other utility provider or governmental agency, contact KUB's System Operations dispatcher immediately at (865) 558-2223 and then proceed to step 2.

1b. For third party damages proceed directly to step 2.

2. Prepare and Submit the Damage Report.

- 2a. Access KUB's website at www.kub.org (must be full site, not mobile site)
- 2b. Click on the Procurement hyperlink at the top or bottom of the page.
- 2c. From the left hand menu, select and open the Contractor Damage Report form.
- 2d. Complete and submit the Contractor Damage Report form and include photographs of the damage.

3. Repair Third Party Damages. If the damage was to a third party, coordinate repairs with the affected party.

- 3a. If damage was to a water line proceed to step 4.
- 3b. For damages other than water lines, skip to step 5.

4. Third Party Water Line Repair Procedures. When repairing a third party water line the following steps, as a minimum, must be completed:

- Inspect the replacement materials to ensure integrity.
- Prevent contaminating material from entering the water line during storage, construction and repair.
- With the customer's permission, use an outside spigot, tap on the line, or internal plumbing that won't cause damage to other fixtures, to flush the line with disinfected water.
- Flushing the line will ensure water quality as well as remove air and discoloration.
- If the situation dictates that additional steps are necessary refer to KUB Specification 02516 Water Lines Disinfecting and Testing and KUB Specification 02519 Backflow and Cross Connections (available upon request) and work with the KUB project RPR or Inspector to ensure water quality is restored.

5. Damage Reporting Form Submittal. Electronic on line submittal is preferred. If the form cannot be submitted online, a hard copy with all required documentation must be submitted by the end of the next business day to KUB's Customer Support Department.

1.3 It shall be the CONTRACTOR's sole responsibility to insure it is in full compliance with the UUDPA before excavation begins.

1.3.1 Non-UUDPA Compliant Excavations. If a CONTRACTOR or Subcontractor is found to be performing excavations and does not have a valid one call ticket then OWNER shall take the following actions:

1. For the first instance occurring within the previous 12 months: CONTRACTOR (and Subcontractors as applicable) shall attend OWNER's sponsored training at CONTRACTOR's expense. Training may include a combination of classroom and field exercises up to but not to exceed 8 hours. CONTRACTOR and excavator shall

- attend the training. Training shall occur within 5 business days. It is the responsibility of the CONTRACTOR to schedule training with OWNER within 48 hours of the occurrence. Any person(s) absent from training shall provide notification to KUB and will be required to submit a physician's note, jury duty note, or equivalent documentation. It is the responsibility of the CONTRACTOR to reschedule training within 48 hours after notice of absence is provided. Failure to attend training, supply adequate notice and documentation, or reschedule training within the allotted time period will result in an automatic 2nd offense for the CONTRACTOR and excavator.
2. For the 2nd and subsequent instances occurring within the previous 12 months:
 - If the occurrence is the 2nd or greater by the CONTRACTOR then, at KUB's sole discretion, CONTRACTOR's bond shall be notified in regards to a serious non-performance issue. KUB reserves its rights without prejudice, to take any action that it is contractually allowed to do in its best interest.
 - If the occurrence is the 2nd or greater by the Subcontractor then, at KUB's sole discretion, Subcontractor shall be immediately removed from the project.
 3. Non-UUDPA Compliant excavations include but are not limited to:
 - Any excavation without a Tennessee One Call (TOC) ticket.
 - Any excavation with an expired Tennessee One Call (TOC) ticket.
 - Any excavation performed outside of the "Location Information (Remarks)" on a Tennessee One Call (TOC) ticket.
- 1.4 The OWNER (KUB) is not responsible for monetary or other damages or for delays in the CONTRACTOR's work resulting from "dig-ins" or damage to adjacent utilities or underground structures which occur because of no marks or miss marks of such adjacent utilities. The CONTRACTOR is solely responsible for filing a claim for any such damages with the entity responsible for the marking of such adjacent utilities. If such claim is denied and the locating entity has provided sufficient evidence that the utilities were marked to the best of their ability using the information provided and/or available to them, then the CONTRACTOR has no recourse for further claims of delay or damages. Furthermore the CONTRACTOR is solely responsible for exercising due diligence in the identification of and protection of said adjacent utilities during the course of the Work.
- 1.5 Any Contractor found in violation of this Section who fails to satisfy fines or damages levied pursuant to the Underground Utility Damage Prevention Act or fail to pay restitution of damages and/or assessments could be ineligible to bid on or be awarded future contracts with the OWNER.
- 1.6 In addition to any other remedy provided by the Contractor at law or pursuant to this Contract, the CONTRACTOR will indemnify, protect, and hold harmless the OWNER for any and all claims that may be made against the OWNER as a result of damages to utilities and other facilities by the CONTRACTOR, its agents, employees or subcontractors, specifically including but not limited to claims for costs to repair damaged utility and other facilities, and any fines or assessments by local, state, or federal authorities as a result of damage to utilities and other facilities.



PART 2. PRODUCTS, NOT USED
PART 3. EXECUTION, NOT USED

END OF SECTION