

SAMPLE LARGE PROJECT MARKING AGREEMENT

The Marking Agreement was created to help with the flow of your marking needs throughout the life of your project. A Marking Agreement is required to be prepared prior to your Large Project Planning Meeting. You should bring enough copies to accommodate each utility owner/operator involved in the project. Marking Agreements at minimum should provide a clear overview of the entire project. Breaking the entire project up into time frames and sections provides a road map of your project. Additionally, supplying plats or drawings is encouraged in addition to providing the Marking Agreement at the meeting. You should also provide a sign in sheet for everyone attending.

A Marking Agreement fill in the blank document is provided here for you. However, you may substitute it for a creation of your own if you so desire.

Lastly, it is encouraged that you list any and all subcontractors that will be involved in your project. PSC Rule 515-9-4-.13 allows for any authorized subcontractor to work under a general contractor holding an active Large Project ticket provided a contractual agreement exist between the parties, adheres to O.C.G.A. 25-9-6(g) and is in writing.

Large Project Marking – Utility Facility Locating Agreement

THIS AGREEMENT, made this _____ (month/date/year), by and between _____, hereinafter called the EXCAVATOR, and _____, hereinafter called the LOCATOR/UTILITY: Due to the construction of this large project, it will become necessary to make certain arrangements for the locating of the utility facilities in accordance with the Georgia Public Service Commission's Rule 515-9-4.13.

This Agreement is for the sole purpose of each party working together to minimize or eliminate any damages to utility facilities as well as allow the EXCAVATOR to pursue the work more expeditiously.

In consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. The LOCATOR/UTILITY shall provide the EXCAVATOR with correct contact information, including but not limited to, business address, business phone numbers, business facsimile numbers and any available pager or cellular numbers for all available locate technicians/representatives and their supervisors for this project at the time of executing this Agreement.
2. Attached and made part of this agreement is the negotiated marking agreement, which is prepared by the EXCAVATOR. Any modifications or changes to the negotiated marking agreement shall be reviewed and agreed to by both parties.
3. It is specifically understood that the EXCAVATOR will notify the LOCATOR/UTILITY by telephone, electronic mail or other means as provided by the LOCATOR/UTILITY prior to commencing any excavation activities to ensure the specific work sites have been marked.
4. If EXCAVATOR needs to move to a project work site involving excavation that has not been marked by the LOCATOR/UTILITY or the LOCATOR/UTILITY has not confirmed the accuracy of the existing marks at such site, the EXCAVATOR shall make contact with the LOCATOR/UTILITY and allow time to respond.
5. The LOCATOR/UTILITY shall be available within 24 hours and shall respond within such time frame in order for the work site to be marked or confirm the accuracy of the existing marks.
6. If for any reason, the negotiated marking agreement is terminated, the Large Project Procedures under the Georgia Public Service Commission's Rule 515-9-4 are hereby waived and the provisions of the Official Code of Georgia, Annotated Section 259-1 et. seq. shall continue in full force and effect.

Any deviations to this marking agreement will be called in to Georgia811 as an additional request to LP ticket # _____. Each utility will respond to that deviation within _____ hours. If utility fails to respond within this time frame the excavator is required to contact the utility and allow time to respond.

Good Faith Negotiation Required. The failure of any party to negotiate in good faith shall constitute a violation of the Commission's Large Project Rules and may result in the imposition of penalties under O.C.G.A. §§ 25-9-13 and/or 46-2-91 as well as any other penalties that may be imposed pursuant to Georgia Law or the Commission's Rules. The failure of any party to negotiate in good faith shall also result in all locates being performed in accordance with the procedures and timelines set forth in O.C.G.A. § 25-9-1 *et. seq.* with the cost for all such locates to be paid for by the party having negotiated in bad faith.

Utility Owners Agreement By:

Utility Name & GA811 Member Code: _____

Representative Signature: _____

Representative Printed Name: _____

Contact Number: _____

Email: _____

Date: _____

Excavator Agreement By:

Excavator Name: _____

Representative Signature: _____

Representative Printed Name: _____

Contact Number: _____

Email: _____

Date: _____

****REMINDER: UTILITY MEMBERS/LOCATORS:** If you agree with and sign this marking agreement, be sure to change your PRIS response status to 10C which states that the agreement is signed and that you agree to treat this project as a large Project**

Locating instructions for GA811 Large Project Ticket #: _____

Locate Section 1:

Complete By Date: _____ Time: _____

Locate Section 2:

Complete By Date: _____ Time: _____

Locate Section 3:

Complete By Date: _____ Time: _____

Locate Section 4:

Complete By Date: _____ Time: _____

Locate Section 5:

Complete By Date: _____ Time: _____

The excavator and utility member must both retain a copy of this signed agreement

