

SAMPLE PACKET For LARGE PROJECTS

MARKING AGREEMENTS

This packet has been created as a tool to help provide various samples of Marking agreements. These samples are provided to show you the variations in marking agreements. There is no one correct way to create a Marking agreement, you should consider each project carefully as you create an agreement specific for your needs. The Marking agreement is strictly 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 life of your project. Marking agreements at minimum should provide an overview of the entire project. Breaking the entire project up into time frames and sections may help. Additionally, plats or drawings may be provided in addition to your Marking agreement.

Sample A- Marking Agreement

Sample B- Marking Agreement

Sample C- Marking Agreement

Sample D- Marking Agreement

Sample E- Contact List Spreadsheet (at a minimum, get this info)

SAMPLE DOCUMENT

A

Large Project – Utility Facility Locating Agreement

SAMPLE

SAMPLE

Large Project – Sample 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.

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.

Sample Document
B
Large Project Marking Agreement

Excavator Company Name: _____
Contact Name: _____
Phone: _____
Email: _____
UPC LP 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: _____

Locate Section 6:

Complete By Date: _____ Time: _____

Any deviations to this marking agreement will be called in to the UPC 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 & UPC 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: _____

The excavator and utility must retain a signed copy of this marking agreement.

SAMPLE DOCUMENT
C

Digger Dog Diggin, Inc

P.O. Box XX
Atlanta, GA 30000

123-456-7890 phone

123-456-7899 fax

youremail@youremail.com email

UTILITY FACILITY LOCATING AGREEMENT
EATONTON-PUTNAM WATER & SEWER AUTHORITY
PROJECT NO. P9900.014
UPC TICKET # 09308-400-001

► Please have the following locates completed by 9 AM of the affected week. Please locate the R/O/W and all services in R/O/W on both sides of the roads listed in each section below. At the intersections locate 200FT in all directions on both sides of the road including R/O/W and all services in R/O/W.

► Locate Pea Ridge Rd, Clopton Rd, Scuffleboro Rd from Pea Ridge Rd to Old Copelan Rd, Old Copelan Rd, Kingfish Rd, Ace Dr, Quail Knoll Dr, Woodslake Dr, Elmwood Rd, Woodhaven Dr, Pinewood Dr, Tanglewood Rd. By Tuesday, October 14, 2008.

► Locate Scuffleboro Rd from Old Copelan Rd to Crooked Creek Rd, Crooked Creek Rd from Scuffleboro Rd to S Steel Bridge Rd, Clubhouse Rd, Crooked Creek Dr, Crooked Creek Bay Rd, Crooked Creek Bay Court, N Steel Bridge Rd. By Monday, October 27, 2008.

► Locate Crooked Creek Rd from S Steel Bridge Rd to end of Crooked Creek Rd, S Steel Bridge Rd, Nina Dr, Steel Bridge Trl, Steel Bridge Ct, Steel Bridge Point, Paramount Rd. By Monday, November 17, 2008.

► Locate Scuffleboro Rd from Crooked Creek Rd to Sinclair Rd, Gregory Lane, Angeline Cir. By Monday, December 8, 2008.

► Locate Twisting Hill Rd, Twisting Hill Cir, Twisting Hill Lane, Glad Cove, Forest Hill Dr. By Monday, December 22, 2008.

► Locate Sinclair Cir, Sinclair Lane, Sinclair Rd, Sinclair Dr, Sands Dr, Tabor Dr, Theresa Dr. By Monday, January 13, 2009.

► Locate Cold Branch Rd, Kingspointe, Cold Branch Lane. By Monday, January 27, 2009.

► Digger Dog Diggin, Inc. would like to have weekly meetings with utility company/locators each Tuesday at 10AM at the BP Station at corner of Pea Ridge Rd and Scuffleboro Rd starting on Tuesday, October 14, 2008.

Utility Owners Agreement By:

Utility Name: _____

Representative Signature: _____

Representative Printed Name: _____

Contact Number: _____

Date: _____

Email: _____

Excavator Agreement By:

Excavator Name: Digger Dog Diggin, Inc.

Representative Signature: _____

Representative Printed Name: _____

Contact Number: 123-456-7890 office 123-456-7889 cell

Date: _____

Email: youremail@youremail.com

SAMPLE DOCUMENT

D

Water System Extensions Division II
Eatonton GA UPC Ticket # 10037-400-001

- 1) Locate South Dennis Station Rd, from the intersection of Twin Bridges Road and South Dennis Station, going south to the end of South Dennis Station Rd. Start locating at the intersection by 10/15/07 and continue to locate at least 2000' per day. Complete locate of roadway by 11/14/07.
- 2) Locate Casters Branch Road from South Dennis Station to the end by 10/15/07.
- 3) Locate Myricks Road from Casters Branch Road to end by 10/16/07.
- 4) Locate Ford Rd from Casters Brancy Road to end by 10/18/07.
- 5) Locate Blue Gill Rd from Ford Road to end by 10/26/07.
- 6) Locate Sun Fish Trail from Blue Gill Road to Blue Gill Road by 11/02/07.
- 7) Locate Blue Gill Run from Blue Gill Road to end by 11/05/7.
- 8) Locate Southshore Road from Blue Gill Road to Blue Gill Road by 11/06/07.
- 9) Locate Shellcracker Court from Blue Gill Rd to end by 11/07/07.
- 10) Locate N Bream Court from Blue Gill Road to end by 11/08/07.
- 11) Locate S Bream Court from Blue Gill Road to end by 11/09/07.
- 12) Locate N Blue Gill Court From Blue Gill Road to end by 11/13/07
- 13) Locate Shore Line Court from Blue Gill Road to end by 11/16/07.
- 14) Locate Bass Road from South Dennis Station to end by 11/16/07.
- 15) Locate Bass Lane from Bass Road to end by 11/23/07.
- 16) Locate Humber Ferry Rd. from South Dennis Station Rd. to end by 12/05/07.
- 17) Locate Bagley Rd from South Dennis Station Rd. to end by 12/12/07.
- 18) Locate Bagley Ln from Bagley Rd to end by 12/14/07.
- 19) Locate Bagley Way from Bagley Ln to end by 12/16/07.
- 20) Locate Bagley Drive from Bagley Rd to end by 12/20/07.

This Schedule is a guideline to follow for the project. Any deviation from this schedule requires Excavator to notify the UPC and allow 24 hours for response for change request. The locator will be given a 24 hour response time to mark utilities due to any changes made to this schedule. The date's referenced above, are based on the utilities being located by 4:00PM of that day. An updated schedule will be provided through e-mail, reviewed and agreed upon by the affected parties. If you have any questions contact Digger Dog at (123)456-7890.

Utility Owners Agreement by:

Utility Name _____
Representative Signature _____
Contact Number _____
Date _____
E-mail Address _____

SAMPLE DOCUMENT
E

[illegible]