

# **LARGE PROJECT FACILITY LOCATION AGREEMENT**

## **INTRODUCTION**

The Large Project Facility Location Agreement was created to help manage marking needs over the course of a Large Project. The Large Project Facility Location Agreement is required to be completed prior to the Large Project Planning Meeting. You must provide a proposed Large Project Facility Location Agreement for consideration at the Large Project Planning Meeting. The Large Project Planning Meeting Agreement must be executed and acknowledged by all Parties prior to any Large Project advancing beyond the planning stage. You should provide enough copies of the Large Project Facility Location Agreement to accommodate each facility operator, locator, and excavator identified and involved in any excavation or demolition work on the Large Project. For Large Projects conducted in phases, sections for description of each phase have been provided. Supplying plats, drawings, and/or other information sufficient to provide a reasonably complete overview of the large project is required. *See* S.C. Code Ann. § 58-36-75(E)(1). A sign-in sheet for all attendees is included and must be provided to SC811.

You must list all subcontractors that will be involved in the Large Project. You must also list all designees of the Large Project.

The terms capitalized above are defined herein below and pursuant to the South Carolina Code of Laws, §§ 58-36-10 *et seq.* (the “Underground Facility Damage Prevention Act”).

## **DEFINED TERMS**

“**Working Day**” has the meaning set forth at S.C. Code Ann. § 58-36-20(30).

“**Project Initiator**” has the meaning set forth at S.C. Code Ann. § 58-36-20(26).

“**Excavator**” has the meaning set forth at S.C. Code Ann. § 58-36-20(11).

“**Facility**” has the meaning set forth at S.C. Code Ann. § 58-36-20(13).

“**Facility Owner**” is any Person (defined herein below) who owns, in whole or in part, any Facility.

“**Locator**” has the meaning set forth at S.C. Code Ann. § 58-36-20(16).

“**Large Project**” has the meaning set forth at S.C. Code Ann. § 58-36-20(14).

“**Large Project Facility Location Agreement**” has the meaning set forth at S.C. Code Ann. § 58-36-20(15).

“**Large Project Planning Meeting**” means the planning meeting referred to throughout S.C. Code Ann. § 58-36-75 relating to Large Projects.

“**Operator**” has the meaning set forth at S.C. Code Ann. § 58-36-20 (21)

“Person” has the meaning set forth at S.C. Code Ann. § 58-36-20 (22)

“Notification Center” includes and means SC811, as the entity that administers the notification system required under Underground Facility Damage Prevention Act.

### **Large Project Facility Location Agreement**

**This Large Project Facility Location Agreement** (alternatively, the “**Agreement**”) is made this **[DATE]**, by and between \_\_\_\_\_, (the “**Project Initiator**”); and \_\_\_\_\_, (the “**[FACILITY OWNER//EXCAVATOR//LOCATOR] \*\*\* tailor party label as appropriate\*\*\***”); and, **[add one or more additional FACILITY OWNER, EXCAVATOR, AND/OR LOCATOR parties as needed]**. The foregoing may be referred to collectively as “Parties” and each individually a “Party”.

### **RECITALS**

WHEREAS, the Project Initiator intends to undertake excavation or demolition work which qualifies as a Large Project under South Carolina law;

WHEREAS, due to the construction and related excavation work related to this Large Project, it will become necessary, both as a practical and legal matter, to make certain arrangements for the locating of utility and other facilities in accordance with the Underground Facility Damage Prevention Act; and

WHEREAS, the Agreement is for the sole purpose of the Parties working together to minimize or eliminate any damage to utility facilities, as well as to allow the Project Initiator to pursue the work more expeditiously.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties expressly agree and acknowledge as follows:

1. At the time of executing this Agreement, each Facility Owner shall provide the Project Initiator with all information required under the Act, as well as all complete and up to date contact information, which includes business address, business phone numbers, and any available cellular numbers for all available locator technicians/representatives and their supervisors for this Large Project.
2. Attached and made part of this Agreement as **Exhibit A** is the Parties’ negotiated Locating and Marking Plan, which sets forth the agreed upon and relevant information for areas to be excavated, marking of facilities, and positive responses to notices, among other details which the Parties may agree upon.
3. Any Party may request modifications or changes to the Locating and Marking Plan, which

must be subsequently agreed to by all Parties. Any agreed upon modifications or amendments must be submitted by the Project Initiator to the Notification Center. Any material changes in scope that may affect any locating or marking obligations shall require reviews for Agreement impact and legal compliance. The Project Initiator shall coordinate with all affected Facility Owners to determine whether updates to the Locating and Marking Plan are required prior to work proceeding in any modified or affected area.

4. To ensure that specific work sites have been marked in full compliance with this Agreement and the Act, the Parties understand, acknowledge, and agree that the Project Initiator, prior to commencing any excavation activities, will notify the Facility Owner by utilizing the positive response system and the large project module therein, all in accordance with the Locating and Marking Plan, this Agreement, and the Act.
5. If Project Initiator either needs to move project work involving excavation to a site where there has not been marking by Facility Owner or Facility Owner has not confirmed the accuracy of the existing marks at such site, the Project Initiator shall contact the Facility Owner and allow time to respond, as set forth herein below.

Regarding the excavation work described in Section 4 above, to ensure that specific work sites have been marked in full compliance with this Agreement and the Act, the Parties understand, acknowledge, and agree that, prior to commencing any excavation activities, the Project Initiator will review the positive response system and take appropriate action to notify the Facility Owner of any discrepancies or questions, in accordance with the Locating and Marking Plan and the Act.

6. Any Party with good faith knowledge of a material deviation to this Agreement will call such deviation in to the Notification Center as soon as practicable, referencing the existing ticket for the Large Project. In the event of a notice of deviation, a Party that is the subject will respond within 24 hours of receiving the notice from the Notification Center. If a Party fails to respond within this time frame, the notifying Party is required to contact directly the Party that is the subject of the notification and allow reasonable time to respond, but not less than three (3) hours, and shall also provide notice to the Notification Center referencing the Large Project number before undertaking further excavation or action.
7. Whenever a deviation, relocation of work, or unmarked area is identified, Facility Owners shall remain available and respond within the timeframes negotiated in this Agreement and consistent with the Act. Notifications generated by the system serve as documentation but do not extend or modify response expectations as set forth herein or under the Act.
8. If for any reason one or more of the Parties seek to terminate this Agreement, the Project Initiator must initiate a new Large Project Planning Meeting through the Notification Center. Regardless of any intention on the part of any Parties to terminate the Agreement, the Parties acknowledge and agree that the Agreement cannot be terminated if termination would result in a violation of the Act, including the requirement to have a Large Project Facility Location Agreement.

9. The Parties are required under the Act to negotiate and achieve resolution of any and all matters relating to a Large Project, including matters related to this Agreement, in good faith. The failure of a Party to negotiate in good faith as required by the Act shall also result in all locates being performed in accordance with the default procedures and timelines set forth in the Act, including but not limited to Sections 58-36-60(A), (B), (C), and (E) and Section 58-36-70(B), (D), (E), and (F), with the costs for all such locates to be paid for as provided under law. System-generated reminders or notifications do not replace the obligation of good-faith coordination by each Party and among the Parties.
10. All material deviations, Agreement Impact Reviews, and confirmed modifications shall be logged with the Notification Center per Notification Center instruction to ensure transparency, compliance oversight, and historical documentation. All records related to Agreement negotiation, modifications, deviations, or responses shall be retained and documented through the Notification Center system and by any other means mutually agreed by the Parties. The Parties expressly consent and agree to receive any and all notices electronically through the Notification Center's electronic systems (for example, Exactix) or other means as any and all notices electronically through the Notification Center's electronic systems (for example, Exactix) or other means designated by the Notification Center. Notice of any communication, submission, or other matter is complete at the time of its submission for electronic filing, provided a notice of electronic filing is transmitted to the electronic mail address provided to the Notification Center for electronic notice.
11. The Parties acknowledge and agree that uploading the executed Agreement to the Notification Center system constitutes confirmation that negotiated locating and marking expectations have been established and cannot be amended except as provided herein and under law.
12. The Parties acknowledge and agree that administrative actions or compliance related to the Notification Center's computer systems, such as role acceptance, system access, or document uploads, are separate from operational locating and marking obligations. The completion or failure to complete administrative steps does not alter statutory timelines or responsibilities.
13. The INTRODUCTION, DEFINED TERMS, and RECITALS set forth above are a part of this Agreement. The Parties affirm, agree, and acknowledge that the INTRODUCTION, DEFINED TERMS, and RECITALS shall be binding and are incorporated as if set forth herein in their entirety.
14. Nothing herein limits a Party from falling under the definition of more than one of the DEFINED TERMS. To the extent any Party fits or qualifies under the definition of any of the above DEFINED TERMS, use of such term shall apply to that Party without exclusion. For example, if a Facility Owner is also an Operator, any reference herein or related requirement to either term shall apply to the applicable Party. Further, when construing any language in this Agreement, the singular shall include the plural and vice versa.

15. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement, and all other provisions will remain in full force and effect.
16. This Agreement and all matters arising out of or relating to this Agreement, and the matters contemplated hereby shall be governed by the laws of the State of South Carolina.
17. This Agreement and the Act shall be read in harmony with each other so as to give effect to all terms and provisions as much as is reasonably possible. In the event of any irreconcilable conflict, ambiguity, or discrepancy between this Agreement and the Act, the Act shall control.
18. This Agreement may be executed in any number of separate counterparts and delivered by electronic means (including by “.pdf”), each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

Intending to be legally bound hereby, the Parties hereby execute the foregoing Agreement, which shall become effective upon its execution by all Parties. An electronic signature may be equally binding as an original signature.

<signature page follows>

**Facility Owner Agreement By:**

Facility Owner Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Representative Printed Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Project Initiator / Excavator Agreement By:**

Excavator Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Representative Printed Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Other Attendees:

Attendee Name: \_\_\_\_\_

Attendee Signature: \_\_\_\_\_

Attendee Printed Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**LOCATING AND MARKING PLAN: SC811 Large Project# \_\_\_\_\_**

**[DRAFTING NOTE: INCLUDE ADDITIONAL INFORMATION / LOCATIONS / TERMS AS NECESSARY]**

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: \_\_\_\_\_

**[DRAFTING NOTE: INCLUDE ADDITIONAL INFORMATION / LOCATIONS / TERMS AS NECESSARY]**