

Arkansas One-Call

AOC Design Associate Membership Application

Arkansas One-Call provides for sustaining memberships for individuals, partnerships, corporations, associations or other entities that are not owners or operators of underground facilities and which support and promote the purposes and goals of Arkansas One-Call.

A Design Associate Membership provides the following benefits:

- The opportunity for Arkansas Utility Protection Services, Inc., a wholly-owned subsidiary of Arkansas One-Call, to provide Special Locating Services, including locating services needed in conjunction with surveys, direct to the Design Associate Member on behalf of ARKUPS partners. A separate agreement with ARKUPS is required.
- A Design Associate Membership certificate.

The fee for a Design Associate Membership is \$200.00 per year.

Because we support Arkansas One-Call in its efforts to prevent damage to underground facilities and to protect the health, safety and welfare of the general public, we hereby apply for a Design Associate Membership in Arkansas One-Call.

Name:

Mailing Address:

City, State, Zip

Area Code/Phone:

E-mail Address:

Contact Person:

Signed:

Date:

Our check for \$200 is enclosed Please invoice us

Arkansas One-Call • 2120 Maple Ridge Circle • Conway, Arkansas 72034 • 501-328-2500

AGREEMENT FOR SPECIAL LOCATING SERVICES

This Agreement for Special Locating Services ("Agreement") is entered into this ____ day of _____, 20__, by and between _____ ("Customer") and Arkansas Utility Protection Services, Inc. ("ARKUPS"):

1. Definitions.

(A) For the purposes of this Agreement, the term "Special Locating Services" means the service provided by ARKUPS of locating Authorized Lines in connection with construction design, planning, surveys, engineering, architecture, or any other purpose **other than and specifically excepting** locating such facilities in response to a notice of intent to excavate issued pursuant to the Arkansas Underground Facilities Damage Prevention Act, Ark. Code Ann. § 14-271-101, *et seq.*

(B) For the purposes of this Agreement, the term "Authorized Lines" means those underground utility facilities that ARKUPS is authorized to locate by those members of One-Call that have contracted with ARKUPS to provide line location services, and for which ARKUPS has been provided information regarding those facilities' locations.

2. Services provided - terms and conditions.

Pursuant to the terms and conditions contained in this Agreement, ARKUPS shall provide to Customer Special Locating Services for Authorized Lines.

(A) **Scheduling and coordination.** Customer shall initiate any request for Special Locating Services by contacting Arkansas One-Call System, Inc. Customer shall identify and describe with sufficient detail the geographic location of the area at which Special Locating Services are to be performed. ARKUPS will then contact Customer and negotiate a mutually agreeable time and date by which the Special Locating Services shall be completed.

(B) **Compensation.** In consideration for providing Special Locating Services, Customer shall pay to ARKUPS \$50.00 per hour. Billing shall accrue beginning at the time at which ARKUPS's employee commences travel to the location and ending at the point at which the employee completes performance of the services and logs out of the job.

(C) **Prohibited Uses.** Customer expressly acknowledges and agrees that Special Locating Services provided by ARKUPS pursuant to this Agreement shall not, under any circumstances, be used as a means of complying with the requirements of the Arkansas Underground Facilities Damage Prevention Act, Ark. Code Ann. § 14-271-101, *et seq.* ("the Act"). Any location information provided by ARKUPS pursuant to this Agreement is not valid for use as, and shall not be used by Customer or any other individual or entity as a substitute for, information provided in response to a locate notice issued pursuant to the Act.

(D) Customer membership in One-Call. Customer acknowledges that ARKUPS can provide Special Locating Services to Customer if, and only if, Customer is a member of One-Call. Accordingly, Customer warrants and represents to ARKUPS that it is a member in good standing of One-Call.

(E) Limitation of Liability. Customer acknowledges and understands that, in providing Special Locating Services to Customer pursuant to this Agreement, ARKUPS is only providing information regarding the approximate locations of Authorized Lines. ARKUPS expressly disclaims any knowledge of the actual location of any Authorized Lines, including but not limited to the depths at which those facilities may be situated. In the event that information provided by ARKUPS pursuant to this Agreement proves to be inaccurate, any liability of ARKUPS shall be limited to the refund and reimbursement of the amounts paid to it for locating the facilities in question.

(F) No third-party beneficiaries; indemnification. The Special Locating Services provided by ARKUPS under this Agreement are provided solely and exclusively to Customer and are not provided for the benefit of, and are not to be relied upon by, any individual or entity that is not a party to this Agreement. Customer expressly agrees to defend, indemnify and hold harmless ARKUPS from any and all claims, losses, demands, injuries and damages suffered by any non-party to this Agreement. Customer further agrees to defend, indemnify and hold harmless ARKUPS from any and all claims, losses, demands, injuries or damages suffered by any third party as a result of any act or omission of Customer.

(G) Term. This Agreement may be terminated by either party upon giving written notice of termination to the other party. This Agreement shall automatically terminate in the event, and at such time, that Customer is no longer a member of One-Call.

(H) Arbitration; choice of law. Any disputes arising from or relating to this Agreement, including but not limited to either party's performance or failure to perform, shall be submitted to binding arbitration. Unless otherwise agreed, the arbitration shall be conducted by the American Arbitration Association, in accordance with its Commercial Arbitration Rules. Arbitrations shall be held in Little Rock, Arkansas. This Agreement shall be governed by the substantive law of the State of Arkansas, regardless of its law regarding choice of law.

(I) Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous agreements, representations, or understandings between the parties. This Agreement may be modified only by writing executed by representatives of both parties.

AGREED AND ENTERED INTO as of the date hereinabove first written.

ARKANSAS UTILITY
PROTECTION SERVICES, INC.

CUSTOMER

By: _____
Title: _____

By: _____
Title: _____