

RESOLUTION NO. R- 2688

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE PARTICIPATION OF THE CITY IN A "ONE CALL SUBSURFACE WARNING SYSTEM" ALONG WITH OTHER GOVERNMENTS AND PUBLIC UTILITIES HAVING UNDERGROUND INSTALLATIONS WITHIN KIRKLAND AND KING COUNTY, AND AUTHORIZING THE CITY MANAGER TO SIGN A PARTICIPATION AGREEMENT.

WHEREAS, Washington Natural Gas Company, Seattle City Light, Pacific Northwest Bell Telephone Company, King County, and Puget Sound Power and Light Company have heretofore established a one call subsurface warning system with a central call center to provide coordinated information as to the location of underground utility facilities; and

WHEREAS, the City of Kirkland desires to become a participant in the one call subsurface warning system.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain "subsequent principal party agreement for one call subsurface warning system - King County", a copy of which is attached to the original of this Resolution and by this referenced incorporated herein.

Section 2. The City Manager and/or his delegate, as set forth in said agreement, is hereby authorized to receive on behalf of the City of Kirkland all written notices and other communication and to sign any and all documents, including reports, which may be required to carry out the obligations of the City of Kirkland under said agreement.


PASSED by majority vote of the Kirkland City Council in regular meeting on the 17th day of December, 1979.

SIGNED IN AUTHENTICATION THEREOF on the 17th day of December, 1979



MAYOR

ATTEST:



Director of Administration & Finance
(ex officio City Clerk)

SUBSEQUENT PRINCIPAL PARTY AGREEMENT

FOR

ONE-CALL SUBSURFACE WARNING SYSTEM - KING COUNTY

This Agreement is made this _____ day of _____, 1979, by and between WASHINGTON NATURAL GAS COMPANY, SEATTLE CITY LIGHT, PACIFIC NORTHWEST BELL TELEPHONE COMPANY, KING COUNTY and PUGET SOUND POWER AND LIGHT COMPANY (hereinafter referred to as the "Principal Parties"), ASPLUNDH TREE EXPERT COMPANY (hereinafter referred to as the "Call Center Operator"), and _____ (hereinafter referred to as the "Subsequent Principal Party"):

WHEREAS, the Principal Parties have heretofore entered into an Agreement, entitled "Agreement For One-Call Subsurface Warning System - King County", hereinafter referred to as the "Principal Agreement", a copy of which is attached hereto as Exhibit A and made a part hereof by this reference; and,

WHEREAS the Subsequent Principal Party desires to become a participating Subsequent Principal Party under the Principal Agreement, consistent with the terms and conditions of said Principal Agreement.

NOW THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, the Principal Parties, the Subsequent Principal Party and the Call Center Operator agree as follows:

ARTICLE I

The Subsequent Principal Party accepts and agrees to be bound by the terms and conditions of the Principal Agreement as, and on the same terms as, other Principal Parties under the Principal Agreement and further agrees that all future Subsequent Principal Party Agreements shall be executed by only the five original Principal Parties and the Call Center Operator.

ARTICLE II

The Principal Parties and the Call Center Operator agree to the acceptance of the Subsequent Principal Party as a participating Subsequent Principal Party under the terms and conditions of the Principal Agreement as, and on the same terms as, other Principal Parties under the Principal Agreement.

ARTICLE III

The Subsequent Principal Party agrees to pay a monthly fee in accordance with the Subsequent Principal Party Rate Schedule attached hereto as Exhibit B and made a part hereof by this reference.

ARTICLE IV

The Subsequent Principal Party agrees that it shall maintain in full force and effect during the terms of this Subsequent Principal Party Agreement, Workers' Compensation insurance in compliance with all workers' compensation insurance laws of the State of Washington and comprehensive public liability and property damage insurance, including contractual liability coverage, with minimum limits of \$500,000 personal injury per

person and per occurrence and \$500,000 aggregated per occurrence and \$100,000 per occurrence property damage and no XCU (underground explosion and collapse) exclusion. Such insurance shall be in such form and with such carriers as are acceptable to the Principal Parties. Written proof of compliance with the terms of this paragraph, satisfactory to the Principal Parties, shall be furnished to any of the Principal Parties at their request. Such policies of insurance shall be endorsed so as to provide that at least 30 days' prior written notice of cancellation or changes thereof shall be provided to the Principal Parties.

ARTICLE V

Any written notice(s) to be directed to the Subsequent Principal Party shall be directed and addressed as follows:

City of Kirkland
Attn: Mr. Fred French
210 Main Street
Kirkland, Washington 98033

Any written notice(s) to be directed to the Principal Parties shall be directed and addressed as follows:

Washington Natural Gas Company
Attn: Mr. Joe Jainga
P.O. Box 1869
Seattle, Washington 98111

Seattle City Light
Attn: Mr. Harry Lewin
3613 4th Avenue South

Seattle, Washington 98134

Pacific Northwest Bell Telephone Company

Attn: Mr. Don Wing
Room 2806 1600 Bell Plaza

Seattle, Washington 98191

King County Department of Public Works

Attn: Mr. Victor S. Sparling
Room 913 Administrative Building

Seattle, Washington 98004

Puget Sound Power & Light Company

Attn: Mr. Carl Anderson
Puget Power Building

Bellevue, Washington 98009

Any written notice(s) to be directed to the Call
Center shall be directed and addressed as follows:

Utilities Underground Location Center

Attn: Mr. Tom Odegaard, Manager
13547 S.E. 27th Place

Suite 3-C
Bellevue, Washington 98005

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement this _____ day of _____, 1979.

PRINCIPAL PARTIES

WASHINGTON NATURAL GAS COMPANY

KING COUNTY

SEATTLE CITY LIGHT

PUGET SOUND POWER AND LIGHT COMPANY

PACIFIC NORTHWEST BELL TELEPHONE COMPANY

SUBSEQUENT PRINCIPAL PARTY

CALL CENTER OPERATOR

Tom Odegaard, Manager
Utilities Underground Location Center

SUBSEQUENT PRINCIPAL PARTY SERVICE UNITS/RATE SCHEDULE

• Complete this form and return with _____ signed copies of the Subsequent Party Agreement.

The following units are being served by _____
 (name of Subsequent Principal Party)
 as of _____, 19 _____.

		<u>Number of Units</u>
Power Unit	= A Single Phase Meter	_____
Water Unit	= A Meter	_____
Gas Unit	= A Residential or Commercial Meter	_____
Sewer Unit	= A Customer Billed	_____
T V Cable Unit	= A Residential Subscriber	_____
Pipeline Unit	= A Right-of-Way Mile	_____
County Units	= Population of Unincorporated Area	_____
Telephone Unit	= A Residential Subscriber	_____
Other	_____	_____
TOTAL UNITS		_____
Cost/Month	= Units x Monthly Charge	_____
TOTAL COST		_____

RATE SCHEDULE

Minimum charge \$10 per month
 \$25 minimum charge if operating reports are requested
 County rates are for 1 year

Telephone - 1/2 cent per residential subscriber

Television Cable - 1/2 cent per residential subscriber

Power - 1/2 cent per single phase meter

Pipelines - 75 cents per right-of-way mile

Water - 1/2 cent per meter

Gas - 1/2 cent per residential or commercial meter

Sewer - 1/2 cent per customer billed

County - 1/2 cent per population in unincorporated area - per year charge

BY _____

DATE _____

TITLE _____

AGREEMENT

FOR

ONE-CALL SUBSURFACE WARNING SYSTEM - KING COUNTY

This Agreement is made and entered into by and between WASHINGTON NATURAL GAS COMPANY, SEATTLE CITY LIGHT, PACIFIC NORTHWEST BELL TELEPHONE COMPANY, KING COUNTY and PUGET SOUND POWER AND LIGHT COMPANY, all of whom are hereinafter referred to as the "Principal Parties" and Asplundh Tree Expert Company, hereinafter referred to as "Call Center";

WHEREAS, the Principal Parties desire to protect their respective subsurface utility facilities from damage or interference by any person, firm, corporation or entity that intends to excavate, drill, blast or otherwise disturb the surface or subsurface of the earth (hereinafter referred to as "proposed work"), by providing a single telephone number by which such persons intending to engage in said proposed work may notify all of the Principal Parties that may be affected by said proposed work, thus encouraging such persons to notify the Principal Parties, and facilitating the receipt of such notice in advance of the proposed work in order that the Principal Parties may take whatever action they deem appropriate to prevent damage to their respective facilities and interruption of their respective utility service to the public; and

WHEREAS, it is anticipated that other parties engaged in the rendering of utility-type services to the public having subsurface facilities in the same area (such parties being hereinafter referred to as "Subsequent Principal Parties") may desire to participate in said arrangement by entering into separate agreements consistent with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Principal Parties and the Call Center agree as follows:

ARTICLE I

There shall be established with the Call Center an answering service for the benefit of all Principal Parties. There shall be installed, for the Call Center's use such equipment as the Principal Parties may deem appropriate to effectuate the purposes of this Agreement.

ARTICLE II

Each Principal Party shall designate a representative who, in cooperation with representatives of other Principal Parties, shall constitute an "Operating Committee". The Call Center shall perform its operations in accordance with guidelines which shall be developed and updated by the Operating Committee and shall be referred to as the "Operating Procedures", the most recent version of which is incorporated herein by reference and is hereby made a part of this Agreement.

The Operating Committee shall act with majority consent in the decisions affecting the day-to-day administration and operating procedures of the Call Center. Any operation of the Call Center requiring a change in the scope of the basic One-Call Subsurface Warning System Agreement, including but not limited to extensions of the Call Center's area of service and changes or modifications to Call Center's insurance shall require the unanimous consent of the Principal Parties.

The Call Center shall furnish such supervision, labor, materials, equipment, supplies and services as it may deem necessary and as may be required by the Operating Committee to operate

and maintain the Call Center and to further effectuate this Agreement. All procedures in the Call Center shall meet the needs of the Principal Parties and be subject to the Operating Committee's approval.

ARTICLE III

Each Principal Party shall maintain its own system and facility records and shall respond to a call for location to prevent damage to its facilities in such manner as it deems proper.

ARTICLE IV

A telephone number shall be assigned to the Call Center to which calls may be placed by those persons, firms, corporations, utilities and other entities intending to carry on proposed work.

The telephone service shall be listed in the telephone directory as, "Underground Utility Locating Service of King County".

Each Principal Party shall subscribe as a "Joint User" of that telephone service and be entitled to an indented sub-listing under their firm name in the White Pages and listing the Call Center telephone number.

ARTICLE V

Telephone calls to the designated telephone number will be accepted by the Call Center only during normal business days during the hours set out in the Operating Procedures.

All calls to the designated telephone number shall be

The Call Center shall notify the caller that the call is being recorded and that the Principal Parties must have a minimum of forty-eight hours notice from time the Call Center receives the notice until the caller begins his proposed work in order for the Principal Party to protect its facilities. If the caller provides less than forty-eight hours notice, the Call Center shall remind the caller of the minimum notice requirements and shall notify the caller that because of the inadequate notice some or all of the Principal Parties may be unable to locate and mark their facilities. No calls will be accepted by the Principal Parties from the Call Center before or after normal business hours, on weekends or on the holidays observed by the Principal Parties. Each Principal Party shall annually provide the Call Center with a list of the holidays observed by them for that year. The forty-eight hour notice shall not be required where a Principal Party is the caller and it is responding to an emergency situation involving its own facilities in which it must immediately initiate proposed work in response to that emergency.

ARTICLE VI

The caller will be requested to supply information sufficient to complete a "Location Request Log" which will be kept on file by the Call Center for not less than six years and shall be available to a Principal Party upon request. All calls to and from the Call Center shall be recorded and shall identify the caller, time and date of the call. All recordings shall be stored by the Call Center for not less than six years and shall be available to a Principal Party upon request.

ARTICLE VII

All calls to the designated telephone number shall be

sequentially numbered as received by the Call Center. These numbers shall be used in identifying utility location requests forwarded to the proper Principal Parties.

ARTICLE VIII

When utility location requests are received at the Call Center, the Principal Parties will be notified by telephone, teletype, facsimile or other communication device immediately after receipt thereof during normal business days and hours. The Call Center acknowledges that timely and accurate notice is the essence of this contract.

ARTICLE IX

As among the Principal Parties, each Principal Party shall be individually responsible for taking such action as may deem necessary to protect its respective surface and subsurface facilities and to prevent interruption of its respective utility service.

ARTICLE X

The Call Center is an independent contractor and is not the employee or agent of any Principal Party or Parties. The Call Center shall indemnify, hold harmless, provide a defense and pay any judgment rendered against any of the Principal Parties and Subsequent Principal Parties, their officers, agents, employees or servants and hold them harmless from any and all damages, expenses or costs including attorney's fees and any and all claims, demands or suits on account of injury or death of any person, damage to property or any other injury or damage whatsoever arising, in any manner, out of the malperformance, misperformance or nonperformance of any work or obligation undertaken by or imposed upon the Call Center

pursuant to this Agreement, and nothing contained elsewhere in this Agreement shall absolve the Call Center of this responsibility. No Principal Party or Subsequent Principal Party shall be liable to any other Principal Party or Subsequent Principal Party for the acts or omissions of the Call Center.

ARTICLE XI

It is understood and agreed that the parties to this Agreement do not assume responsibility nor shall they be liable for any acts or omissions of any other party or parties or Subsequent Principal Parties to this Agreement. It is specifically agreed that services or facilities provided by the Call Center for the Principal Parties or by the Principal Parties to the Call Center, individually or collectively, are not for the benefit of others not party to this Agreement and that no other person or other entities are intended to be, nor shall they be third party beneficiaries of or to this Agreement, or of or to the services to be provided for the Principal Parties hereunder or by the Call Center.

It is the intention of each Principal Party to be responsible only of their own acts and omissions and no others and no Principal Party shall be liable solely by reason of their participation in this Agreement. Each Principal Party whose facilities are involved shall indemnify each other Principal Party and Subsequent Principal Parties, their officers, agents, employees or servants and hold them harmless from any and all damages, expenses or costs, including attorney's fees, and any and all claims, demands or suits on account of injury or death of any person, damage to property or any other injury or damage whatsoever that the Principal Parties and Subsequent Principal Parties might incur solely by reason of their participating or being a member in this Agreement so long as the damage, expense or claim does not arise in whole or in part

from the act or omission of any Principal Party. With regard to accidents giving rise to any damage, expense or claim wherein two or more Principal Parties' facilities are involved but which damage, expense or claim does not arise in whole or in part from the act or omission of either or any Principal Party, the liability for purposes of indemnifying each other Principal Party or Subsequent Principal Party shall be apportioned equally among indemnifying Principal Parties. In the event that the damage, expense or claim arises in whole or in part from the act or omission of one or more of the Principal Parties, said Principal Party(s) shall be liable for indemnifying each other Principal Party and Subsequent Principal Party from the costs they might incur by reason of their facilities being involved or by reason of their participating or being a member of this agreement so long as they did not causally contribute to the damage, expense or claim.

A Subsequent Principal Party will indemnify and save harmless the Principal Parties and other Subsequent Principal Parties from any liability or loss to the same extent provided in the paragraph above.

ARTICLE XII

This Agreement incorporates herein by reference the most current arrangement between the Call Center and the Principal Parties which shall be referred to as "Call Center's Current Terms of Agreement" and the same is hereby made a part of this Agreement.

Each Principal Party shall be responsible for a percentage of the Call Center's costs which costs are set forth in the Call Center's Current Terms of Agreement. After the Call Center is operational, it shall bill each Principal Party individually on a monthly basis for the appropriate share of the costs. The per-

centage breakdown costs for the first year of operation of the Call Center shall be as follows:

	<u>Charges</u>
Washington Natural Gas Company	20%
Seattle City Light	20%
Pacific Northwest Bell	20%
King County	20%
Puget Sound Power and Light	20%

Upon completion of the first year of operation, the future cost of the Call Center shall be shared by the Principal Parties and Subsequent Principal Parties in accordance with a formula to be devised and approved by the unanimous consent of Operating Committee and to become a part of the Operating Procedures.

ARTICLE XIII

Each Principal Party and Subsequent Principal Party shall be individually responsible for all costs and expenses incurred in the establishment, operation and maintenance of the telephone, teletype, facsimile or other communication equipment in their own respective premises or elsewhere for their internal use.

ARTICLE XIV

Other parties engaged in the rendering of utility-type services to the public having subsurface facilities in King County may, at the option of the Principal Parties, become secondary parties to this Agreement by executing a "Subsequent Principal Party Agreement" and by accepting and agreeing to be bound by the terms and conditions of this Agreement as, and on the same terms as, other Principal Parties and by paying their proportionate share of the costs as they become due or

by paying such separate rates for calling services as the Operating Committee may establish.

ARTICLE XV

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter herein and supersedes any prior agreements. There are no terms, obligations, covenants, representations, statements or conditions other than those contained herein. Any amendment to this Agreement shall be in writing and signed by the Principal Parties.

ARTICLE XVI

All information and other data in any way associated with the service rendered by Call Center under the terms of the Agreement is and shall remain the proprietary property of the Principal Parties and shall not be used by Call Center in any way not covered by this Agreement without the prior written consent of the Operating Committee.

ARTICLE XVII

In the event that any provision of this Agreement or the application of any such provision to any party or circumstance, shall be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

ARTICLE XVIII

This Agreement may not be terminated with respect to any Principal Party's participation during the first year of

operation of the Call Center. Upon completion of the first year of operation this Agreement may be terminated with respect to any Principal Party's participation at any time by first giving ninety (90) days' written notice to the other Principal Parties.

ARTICLE XIX

The Call Center may not assign or delegate any rights or duties set forth in this Agreement without the express written consent of each of the Principal Parties.

ARTICLE XX

The Laws of the State of Washington shall govern the interpretation and construction of this Agreement.

ARTICLE XXI

This Agreement incorporates Executive Order 11246, as amended, 11625, 11701 and 11758, to the extent applicable, and the Call Center agrees not to discriminate in employment opportunities on the basis of race, color, religion, sex or national origin; to take appropriate, affirmative action and to file the required federal reports; and to comply with the laws relating to the employment of veterans and the handicapped.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 1978.

Principal Parties

Call Center Operator

1. WASHINGTON NATURAL GAS COMPANY

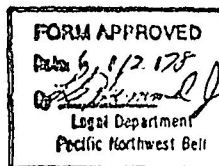
James A. Thorge
President

Edward K. Asplundh

EXECUTIVE VICE PRESIDENT

2. PACIFIC NORTHWEST BELL TELEPHONE COMPANY

J. A. Anderson
VICE PRES. - OPERATIONS



3. KING COUNTY, STATE OF WASHINGTON

[Signature]

4. PUGET SOUND POWER AND LIGHT COMPANY

R. W. Evans
Vice President
Divisions/Customer Services

5. RECOMMENDED:

CITY OF SEATTLE

[Signature]
Superintendent of Lighting

Board of Public Works of The City of Seattle

By: Paul Wiatrusk
Chairman

By: Betty L. McFarlane 9/13/78
Executive Secretary

CALL CENTER'S CURRENT TERMS OF AGREEMENT

Date of Operation

The Call Center shall be operational on or before July 31, 1978.

Term of Agreement

The term of this Agreement shall be one year from the date the Call Center is operational.

Staffing

The Call Center will be operated by a manager, a supervising clerk and clerks necessary to maintain an acceptable level of operation.

Location

The Call Center shall be located at a central location in King County agreeable to the Operating Committee.

Costs

The total amount the Call Center shall receive for its first year of operation shall be \$94,630.00, which shall cover all costs of the Call Center including, but not limited to, the cost of labor, overhead, equipment, equipment supplies and maintenance, office space and its maintenance, utilities, administration, taxes, insurance, licenses and permits, storage of records, transportation and travel expenses. This cost is based on the Operating Committee's estimation of 8,400 incoming calls to the Call Center during the first year of operation. In the

event that more than 8,400 are received during the first year and that the excess calls create additional expenses for such things as labor, equipment and supplies such additional expenses may result in additional billings by the Call Center on a basis agreed upon by the Principal Parties and the Call Center.

Equipment

The Call Center shall be responsible for purchasing the equipment necessary to maintain an acceptable level of operation which equipment shall include but not be limited to a Dictaphone 4000 recording system.

All equipment of the Call Center, including the Dictaphone 4000 recording system, shall become the sole property of the Principal Parties upon the termination of this Agreement and any renegotiated agreement between the Principal Parties and the Call Center. Upon termination, Call Center will immediately surrender possession of said equipment free of any encumbrances.

Insurance

The Call Center shall carry a Comprehensive Bodily Injury and Property Damage Liability insurance policy with a carrier approved by the Operating Committee and with Ten Million (\$10,000,000) Dollars combined single limit for each occurrence. The policy shall cover the following items and shall have the following limits of liabilities:

	<u>Limit of Liability</u>
Protective	\$10,000,000 aggregate
Operations	\$10,000,000 aggregate
Products	\$10,000,000 aggregate
Contractual	\$10,000,000 aggregate
Automobile	\$ 500,000 aggregate

Each Principal Party shall be named as an insured in the policy for the work performed by the Call Center under this Agreement and shall be provided with 30 days' written notice of cancellation or material change in the policy. Further, the policy shall contain a "severability of interest" clause and a waiver of any right of subrogation against the Principal Parties. A certificate evidencing such insurance shall be filed by the Call Center with each of the Principal Parties thirty (30) days after date hereof.

A complete copy of the current policy shall be made available by the Call Center upon the request of any Principal Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 1978.

PRINCIPAL PARTIES

1. WASHINGTON NATURAL GAS COMPANY
James A. Hoopes
President

CALL CENTER OPERATOR
Edward K. Asplund
EXECUTIVE VICE PRESIDENT

2. PACIFIC NORTHWEST BELL TELEPHONE COMPANY
J. M. Anderson
VICE PRES. - OPERATIONS

FORM APPROVED
Date: 9/17/78
By: [Signature]
Legal Department
Pacific Northwest Bell

3. KING COUNTY, STATE OF WASHINGTON
[Signature]

4. PUGET SOUND POWER AND LIGHT COMPANY
R. W. Evans
Vice President
Divisions/Customer Services

5. RECOMMENDED:
CITY OF SEATTLE
[Signature]
Superintendent of Lighting

BOARD OF PUBLIC WORKS OF THE CITY OF SEATTLE

BY: Paul A. Witzels
Chairman

BY: Betty L. McFarlane 9/13/78
Executive Secretary

OPERATING PROCEDURES
BETWEEN
ONE-CALL SUBSURFACE WARNING SYSTEM OF KING COUNTY
AND
ASPLUNDH TREE EXPERT COMPANY

1. General

1.01 The One-Call Subsurface Warning System of King County is established exclusively to receive and process reports of excavating, boring, pile-driving, blasting and/or digging by contractors, excavators, utilities, general public or anyone performing these activities. These reports shall be referred to as "Underground Location Requests".

1.02 The system shall basically incorporate the procedures and equipment described herein. The numbers of lines, machines and other equipment shall be as required to satisfactorily handle the volume of calls.

1.03 Participating System Members

a. Principal parties are defined as those parties who are committed to an established major share of the total operating costs of the One-Call Subsurface Warning System of King County.

b. Subsequent Principal Parties are defined as all other participating members.

1.04 The Call Center shall be operated in accordance with these specifications and under the general direction of the Operating Committee which will be comprised of a representative of each of the principal parties.

- 1.05 The purchase of new equipment and the determination of staffing levels shall be subject to the review and approval of the Operating Committee.
- 1.06 The final selection of the Call Center manager shall meet with the approval of the Operating Committee.
- 1.07 The Operating Committee shall consist of representatives from the principal parties.
- 1.08 The Operating Committee shall develop and implement different methods of cost allocation among participating members in accordance with a formula to be devised and approved by the Operating Committee and shall become a part of this operating procedure.

2. Responsibilities of the Call Center:

- 2.01 Provide housing, equipment, all in-house services and staff to operate the Center, and handle processing and payment of invoices for special items as approved by the Operating Committee.
- 2.02 Execute billing agreements with participating parties on the basis established by the Operating Committee and conduct all billing.
- 2.03 Handle necessary correspondence relative to the operation of the Center.
- 2.04 Meet quarterly with the Operating Committee to discuss operations, and attend special meetings with the Operating Committee as required.
- 2.05 Satisfy all requirements of these specifications.

3. Responsibilities of the Operating Committee:

- 3.01 Meet with Call Center as described in 2.04.
- 3.02 Determine basis for allocation of Center's costs among members and advise Call Center of amounts to be billed to members.
- 3.03 Determine basis for admission of new members to participation.

4. Responsibilities of Members:

- 4.01 Provide and maintain teletypewriter receivers or telephones at all contact locations.
- 4.02 Provide Call Center with back-up telephone number for each contact location and name and telephone number of a single liaison representative.
- 4.03 Investigate and respond to all Underground Location Requests referred to them.
- 4.04 Provide Call Center with necessary data for preparation of reports as described in 7.02.
- 4.05 Provide Call Center with necessary data as to the geographical area for which they wish to be notified of Underground Location Requests. Each participating member shall notify the Call Center, in writing, of any boundary changes in their operating area.

5. Operation

5.01 The personnel of the Call Center shall consist of a manager, a supervisor and sufficient clerks as required to meet the traffic demands of the Call Center.

5.02 The Center shall be manned from 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding the following Holidays:

New Years Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving and Friday after Thanksgiving
Christmas

In addition, the following Holidays will also be observed by the indicated participating members:

Lincoln's Birthday - - - - Seattle City Light
Veteran's Day - - - - - Seattle City Light

Second Monday in August - Puget Sound Power and Light
Veteran's Day - - - - - Puget Sound Power and Light

Veteran's Day - - - - - Pacific Northwest Bell Telephone

No notification will be made to the responsible participating member on the above listed Holidays.

5.03 A telephone number will be designated to receive all incoming calls for service. A sufficient number of consecutive lines shall be obtained to handle incoming calls.

- 5.04 A 4000 Series Dictaphone Recorder shall record all incoming and outgoing calls concerning requests to locate utilities. The recorded tapes shall be retained for a period of six years. Tapes involved in litigation shall be held until such time as the litigation is settled.
- 5.05 Teletype Automatic Send and Receive machines shall be maintained to meet the needs of the Call Center in sufficient quantities to minimize delay in transmitting messages.
- 5.06 a. Each participating member is responsible for maintaining a teletypewriter or telephone at all contact locations. These machines may be shared by more than one party.
- b. The Center's manager shall be notified of all activity concerning additions, relocation, and disconnections of teletype units.
- c. The cost of these receiving units and their associated connecting networks shall be the responsibility of the individual members.
- 5.07 Each receiving location shall furnish telephone numbers to the Center to verify requests and for verbal transmission in the event of teletype machine failure. The receiving locations shall update this information when necessary.
- 5.08 The clerk receiving a call for service will enter the necessary information on a sequentially prenumbered Underground Location Request Form. The time of receipt will be stamped on the request at the conclusion of the call. The caller shall be given a request serial

number for future reference and advised as to the participating members who will be notified and that underground facilities belonging to non-members may also exist at the location.

- 5.09 After receipt and preparation of the request, a clerk will select the appropriate participating members from the computer-prepared index. This index will determine the participating members in a specific area.
- 5.10 The request will be transmitted via the teletype network or by telephone to all participating members. Caution will be exercised to assure all answer-back codes are properly received prior to sending the message. This copy is attached to the original request. By the end of the day all incoming requests shall be transmitted, posted in the daily log and filed by sequential number.
- 5.11 When the Center is open, the first and last transmissions shall be "Good Morning" and a "Good Night" message. This serves a dual purpose. "Good Morning" to alert the receiving stations that the Center is operational and to check their machines, and "Good Night" alerts the Center of any undetected machine failures at the receiving stations. The "Good Morning" message will contain the total number of requests transmitted to each receiving location during the previous day.
- 5.12 Machine or teletype network failures will necessitate telephoning requests to the utilities involved. When normal service is restored, hard copy will be transmitted for record purposes. This copy will be designated as a confirmation of a previous request.

- 5.13 Sufficient separate telephone lines shall be maintained to conduct the administrative business of the Center.
- 5.14 All short notice requests not conforming with the minimum advance notice requirement for a programmed excavating job shall be accepted with the understanding that a commitment cannot be made on behalf of the members. The caller will be reminded of the advance notice requirement and the request will be referred to the appropriate participating members. These reports shall be logged by the Center.
- 5.15 Emergency requests resulting from contractor damage to underground plant will be immediately telephoned to the appropriate participating member. This notification will be followed by a teletype report (where applicable) for record purposes. This copy will be designated as a confirmation of a previous report. These reports shall be logged by the Center.
- 5.16 Emergency locating requests made by participating members due to trouble or failure will be referred to the appropriate participating members using the Center's procedure as outlined in Section 5.08 through 5.10. In addition, a series of bell alarms will be placed in the teletype tape to alert the receiving centers. These reports shall be logged by the Center.
- 5.17 The participating member involved must accept the responsibility for all inquiries, investigations or claims relative to damage to their plant.

6. Out of Hour Requests

6.01 When the Call Center is called out of hours, an answering set will advise the caller that the Center is closed for routine business and request that they call back during working hours. Included on the answering set tape will be advice to call the local utility to report trouble or a damage emergency. A count will be kept of the number of calls answered in this manner.

6.02 The manager of the Center shall institute all reasonable action necessary to keep nonessential out of hour calls to an absolute minimum.

7. Reports

7.01 The Call Center manager shall be responsible for the following reports:

- a. A monthly summary of underground location request calls by total number and by participating member receiving locations. This summary should be on a rolling 13 month basis.
- b. A quarterly summary of contractors who give less than a 48 hour notice 3 or more times in a quarter.
- c. A semi-annual summary showing contractors who give less than a 48 hour notice 3 or more times in the current quarter plus the previous quarter.
- d. A quarterly summary of contractors who damage members underground facilities 3 or more times in a quarter.

e. A semi-annual summary showing contractors who damage members underground facilities 3 or more times in the current quarter, plus the previous quarter. A follow-up program will be established by the manager in cooperation with the participating members to identify and contact consistent offenders.

f. Daily reports shall be prepared for monitoring the internal operation of the Call Center. These reports shall include:

aa. Volume of calls received by time frame.

bb. Tabulation of calls not received due to all trunks busy.

cc. Daily count of requests transmitted by receiving location.

dd. A monthly summary of above reports on a rolling 13 month basis.

7.02 Participating members shall be responsible for reporting to the Call Center by the 5th of each month all necessary information to develop the reports in Section 7.01; "Items d and e".

7.03 Reports in Section 7.01 shall be submitted to the participating members of the Operating Committee for their information as determined by the Operating Committee.

7.04 Additional studies and reports shall be prepared as

necessary for the Call Center's business.

7.05 All reports will be based on calendar periods of time.

8. Public Relations

8.01 Every effort shall be made by the manager to promote the use of the Call Center. He should actively pursue opportunities to participate in contractor, municipal, county, and service organization meetings, conferences and conventions. The manager will also make other visits and contacts appropriate for the promotion of the Call Center.

8.02 The manager shall keep a record of all public appearances and promotional contacts.

9. Receiving Centers

9.01 Each receiving location will be responsible for complying with Sections 5.06 and 5.07 of the Operating Practices.

9.02 Each participating member shall be responsible for supplying telephone numbers that can be used as backup line for transmission in the event of a teletype line failure.

9.03 Each receiving location will be responsible for supplying the necessary paper and ribbons for their teletype machines.