



Transition Protocol

Post Symposium

National Utility Locating Contractors Association

Contract Transition Protocol

Each NULCA Company as part of its ongoing responsibility as a member agree to abide by the following protocol in any situation where either: (i) is awarded a "Contract" to perform locating services on behalf of one or more utilities that is currently being performed by a another locating company; or (ii) a contract to perform contract locating services is terminated and a third party contracts to perform the same services:

Noninterference

We agree that prior to the legal commencement date to perform the Contract we will not in any way interfere with the performance of locate services by the locate company currently performing those services.

Nonsolicitation

We agree not to solicit, meet with, or in any way interfere either directly (or through some third party indirectly), with the existing employer-employee relationship between a company performing location services under a Contract and its employees prior to the contract commencement date for the Contract, without the express prior written consent of the outgoing locate company.

Cooperation for Continued Employment

At the commencement of the Contract commencement date, but not before, we either as the outgoing or the incoming locate company, agree to meet to determine whether, to the extent practicable under the circumstances, employees of the outgoing contractor may be hired by the incoming company. This shall not in any way be construed as a contract to provide employment or in any other way a covenant for continued employment to any employee of the former contractor. We also agree to respect any confidentiality, nondisclosure or noncompetition agreement that may exist between the employee and the employer. Offers of availability for employment can exclude any commitment to make accessible any office staff or supervisory or management personnel either for the incoming or the outgoing company.

Return of Materials

We agree to return to the utility all materials that are the property of the utility after the close of the normal business on the last day of the contract. As the outgoing contractor under a former contract, we will promptly turn over to the utility maps, etc. in our possession. The parties further agree to meet at that time to discuss the status of any location requests that are unfinished, in process, or that represent ongoing jobs. The outgoing locate company may request a receipt from the incoming contractor for materials and the tickets received.

Supplies, Equipment and Vehicles

We, either as the outgoing company and incoming contractor, agree to discuss whether there is a mutually agreeable basis on which to transfer any supplies, equipment, or vehicles in connection with the former contract, it being understood that the outgoing contractor shall have the right to decide to retain any equipment it may use in one of its other operations.

Work Subsequent to the Contract Date

The outgoing company shall not be requested to perform any work subsequent to the contract commencement date of the contract, unless agreed to by the outgoing company in writing, and at whatever price the outgoing company may specify, it being understood that the prices may be substantially higher than the contract price to take account its increase costs for performing work subsequent to the date of its contract.

Mediation

Should any dispute arise between the incoming contractor and the outgoing contractor, the parties agree to submit their dispute to a mediator chosen by NULCA. The decision of the mediator shall be deemed final.