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|   1317-108 Kirkland Rd. Main 919-358-9515 Remit Agreement to: Raleigh NC 27603 Fax 919-835-2727 Admin@verifylocating.com  |  |

 Agreement to Perform Locating Services

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|   |  |  |  |
|  Rep: |  | Date: |  |
|  Attention:  |  | Name of Project:  |  |
|  Company:  |  | Project Address:  |  |
|  Address:  |  |   |  |
|  Office Tel: |  | Contact:  |  |
|  Email:  |  | Cell #/Site#:  |  |

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# Imaging Limitations and Client Responsibilities

1. Examine and remove all obstructions or obstacles before technician’s arrival. Please remove track, drywall, studs, dust, dirt, nails, and any kind of metal particle that may cause unwanted data collection or disruption. All areas must be dry, moisture affects penetration depth, scans quality and / or may reflect image back to sensor. Concrete must be cured, minimum of 2 months.
2. Pan-Decks (Q-Deck) slabs are very difficult or almost impossible to scan due to the strong reflection of the metal. Rebar and conduit will not be detectable in some cases.
3. Clients requiring ceiling /wall concrete applications will provide a scaffold or lift for technicians.
4. Clients requiring power conduit detection we advise to power on conduits to an active power drawing state, this allows the (PCD) Power Cable Detector to detect power conduits with greater degree and accuracy. Performance and detection ability are limited if power circuits are inactive and not drawing power during scanning.
5. A representative from your company or party should be present at the jobsite for navigation and presentation of results.
6. Please be aware of the above conditions that make GPR very difficult in addition, but not limited to, freshly poured concrete, concrete containing metal fibers, fine-mesh screenings beneath tile and or slab, Styrofoam between slabs or on roofs. Low voltage current lines, use of PVC type pipe materials, and substructure overlaps where items are stacked one on top of each other. Due to the aforementioned factors we must insist that all results are a measure of precaution as they are not absolute, they are the result of our technician’s interpretations of collected data.

# Terms and Conditions for Locating Services

By agreeing to these Terms and Conditions said Customer accepts the terms and limitations of locating services performed by Verify Locating. Verify Locating does not imply or express any warranty as a result of scanning services other than approximate location of objects within the material scanned.

Verify Locating, LLC. agrees to complete the requested marking and mapping using standard methods as defined below with the following provisions:

1. The marking and mapping will cover only the area and utility services specified by the Client. The Client is responsible to identify to Verify Locating, LLC., the presence of known utilities within the specified area and to provide available record information for such known utilities.
2. Verify Locating, LLC. will mark and map the above specified utilities using standard methods only, unless additional services are specifically requested and agreed to.
3. Verify Locating, LLC. does not offer to mark and map any utilities and/or conduits within PVC piping that cannot be detected using standard methods or to be responsible for the presence of such utilities in the specified embedded area whether that presence was known beforehand or not.
4. The Client will designate all imaging locations with at least 6 inches of clearance on all sides, imaging surfaces and the surrounding area must be completely dry; damp does not mean dry.
5. All imaging locations must be clear of all materials, including tools, materials, equipment, and all metal objects.
6. The Client or anyone excavating on behalf of the Client is responsible to notify owners of affected utilities of plans to excavate prior to the start of such excavation whether the affected utilities have been marked by Verify Locating, LLC., or not.
7. No excavation work should be undertaken outside the mapped area.
8. No excavation by mechanical equipment should be undertaken within 1.0 meter measured horizontally to the nearest marked position of any underground utility service until the exact location of that utility has been determined by hand digging or other safe means as approved by the utility owner.
9. Measurements and offset dimensions provided by Verify Locating, LLC. are in reference to marked positions only and should not be interpreted as depicting the exact location of utilities.
10. Stakes or markings may disappear or be displaced. If this should occur, or if there is a delay of more than 30 days before acting on information supplied by Verify Locating, LLC., or if hand digging does not locate a utility in the position marked, Verify Locating, Inc., should be recalled.
11. Contractor agrees not to withhold any retainage from Verify Locating, LLC.
12. Final payment is due upon project/job completion.
13. Contractor shall be liable for attorney’s fees of Verify Locating, LLC. in any action by Verify Locating, Inc. to collect on past due invoices.
14. A finance charge of 1.5% per month will apply for all invoices past due 30 days.
15. Quotations are valid for a period of 90 days only.
16. All prices quoted are for work to be performed during normal working hours. No premium time has been allowed for unless specifically noted.

# Location Mark-Up or Flags

Red Marks – Conduit, PT cable, or an object unidentified during scanning. We advise cutting within 3 to 6 inches from red marks.

Black Marks – Usually Rebar or Wire Mesh. Again, we advise cutting within 3 to 6 inches from marks.

Field Markings – Usually flags or paint, Consult with technician for color determinations. State laws advise hand excavation only within 36 inches horizontally.

Technician markings cannot be guaranteed or considered certain, technical limitations exist. Scanning only reduces the risk of striking embedment’s and cannot guarantee finding all embedment’s. Stacked embedment’s, IE; wire mesh over conduit will create a “shadow” in the readings that would eliminate determining that conduits presence. Any uncertainty in readings will be discussed with customer to help in determining locations

# Field Reports

Field Reports are available for an extra charge. Reports include a letterhead certifying that our technicians performed GPR on your jobsite with a general report stating the location, date and description of work performed as well as all findings in the slab with a few pictures included. Good to keep on file for proof of work. If you require a report that request must be made in advance to technician beginning job.

# Disclaimer and Release

**It must be specifically understood and agreed that the marking and mapping of any utility service by Verify Locating, LLC., is for the Client’s convenience only and does not relieve the Client or any other person or party from liability for damages for personal injury including death to any person, or for damage caused to the subject property or to any other property, by reason of the Client or any other person or party having relied upon the marking or mapping of utilities by Verify Locating, LLC.**

**In partial consideration for the Locator providing the said service, the Customer releases and waives any liability of claim against the Locator and its agents and employees arising out of or in any way related to the services subject to this agreement. If any contractor, builder, or other person or firm severs or otherwise damages cables at the above-referenced address, whether or not located by the Locator:**

1. The Customer agrees to assume responsibility and satisfy the total amount of said damages that is determined in any trial or other disposition to have been caused by or to be the responsibility of the Locator or its agents or employees.
2. The Customer agrees to defend, indemnify and hold harmless the Locator and its agents and employees:
3. For any claims or demands brought against them arising out of or related to the services subject to this agreement, including those founded upon “Verify Locating, LLC.” claimed negligence.
4. For any amounts they may be required to pay upon any judgments obtained against them for contributions and/or indemnification. The Customer hereby reserves its right against all contractors, builders and other parties not hereby released

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|  | Contractor |  |  | Verify Locating |
| By: |  |  | By: |  |
| Name: |  |  | Name: |  |
| Date: |  |  | Date: |  |

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| Signing above represents that he/she is signing on behalf of he the owner or contractor, and has the authority to bind owner or contractor to all of the terms and conditions set forth. He/she understands the limits and liability of the scanning services. |  |   |  |