



Integrity Construction Services & Supply LLC

A Woman Veteran owned Company

Terms & Conditions

1. Customer acknowledges and agrees that the analysis provided by Integrity Construction Services & Supply LLC (“Integrity CSS”) is to be used as a supplementary tool only and to assist Customer in the conduct of any construction work including, but not limited to excavation, drilling, boring, cutting or trenching in connection with the site described hereunder (the “Excavation Work”). The surveys and/or reports provided by Integrity CSS are not intended to be used as a primary guide for any Excavation Work undertaken. Customer agrees to take the same care in any Excavation Work as it would if the services of Integrity CSS had not been provided and Customer did not have access to Integrity CSS’s work product. By signing below, Customer has read and acknowledges the following description of Surface Penetrating Radar (“SPR”) and the performance considerations and limitations related thereto:

SPR offers the capability to detect subsurface objects that are not easily detected by conventional methods. In addition to the ability to detect metallic objects, SPR is able to detect nonmetallic objects including, plastic, concrete, transite and clay pipes, rock, voids, strata layers, cables, and wood.

SPR is able to detect this wide range of materials because of the nature of the technology being deployed. SPR sends radar pulses through the surface, and it receives and processes this signal when it is “bounced” off an anomaly below the surface. Through processing, SPR “calibrates” itself to the dielectric constant of the indigenous material. When the signal bounces off a material having a different dielectric constant, that change shows up as an anomaly. It is possible to determine depth by calculating the time traveled through a known medium. Deviations in the medium investigated can affect the depth calculations as well as the operators' ability to discern certain subsurface features.

The limitations of SPR are mostly dictated by the medium under investigation. Clean dry sand is an example of a medium in which excellent results should be anticipated. The radar signal is able to penetrate with minimal loss of power and return from an anomaly again with minimal power loss. Dense wet clay is an example of a more difficult medium to work with as the radar signal is “absorbed” causing the returned signal to be weaker over depth and increasing the need for further processing and interpretation. Other factors such as soil with high salt content or salt water, external interference from cellular towers or broadcast stations, or a uniform layer of steel such as steel decking can also affect the performance of SPR.

The Customer must complete the following project information in order for Integrity CSS to effectively perform its services:

Type of Material, and Depth By Layer, From Surface (to limit of investigation):

a. Material: _____ Depth: _____ c. Material: _____ Depth: _____

b. Material: _____ Depth: _____ d. Material: _____ Depth: _____

Moisture Content: _____% Desired Evaluation Depth: _____

Surface Characteristics: _____

Any factors that may impede performance: _____

2. Customer hereby agrees that they are solely responsible for properly executing any Excavation Work. The customer shall employ qualified operators and shall carry the appropriate liability insurance and/or bonding necessary for the type of Excavation work undertaken.
3. Customer agrees to indemnify, defend and hold harmless Integrity CSS from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable attorney fees) brought by third parties that Integrity CSS may incur as a result of (a) the proper performance of its services under this Agreement and (b) any action or inaction of Customer whether or not in reliance on the services or test results provided by Integrity CSS.
4. Anything to the contrary herein notwithstanding, under no circumstances shall Integrity CSS be liable to customer or any other person or entity for special, incidental, consequential or indirect damages, loss of good will or business profits, any and all other commercial damages or loss, or exemplary or punitive damages even if the customer has been advised of the possibility of such damages, whether arising from negligence or gross negligence of US Radar or otherwise.
5. It is expressly understood and agreed that each and every provision of this agreement that provides for a limitation of liability, disclaimer or warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and enforced as such.
6. Integrity CSS makes no warranty of merchantability or fitness for a particular purpose, nor any other warranties, express implied or statutory in connection with this agreement and the materials and services provided thereunder.
7. The above agreement reflects the parties fairly bargained for positions. Neither party has signed this contract as a result of duress, improper coercion, or undue influence.