



UNDERGROUND  SERVICE LOCATORS INC.

# UTILITY LOCATES FORM

**\* Required fields**

\* Client Name: \_\_\_\_\_ Address: \_\_\_\_\_

**Requested by:**

\* First Name: \_\_\_\_\_ \* Last Name: \_\_\_\_\_

\* Cellular: \_\_\_\_\_ Pager: \_\_\_\_\_ \* Email: \_\_\_\_\_

On Site Contact: \_\_\_\_\_ \* Phone: \_\_\_\_\_ Job #: \_\_\_\_\_

PO #: \_\_\_\_\_ Job Location: \_\_\_\_\_ Municipality: \_\_\_\_\_

X-Street-1: \_\_\_\_\_ X-Street-2: \_\_\_\_\_

**For Private Locates:**

Building or site contact (1): \_\_\_\_\_ Phone #: \_\_\_\_\_ Building or site contact (2): \_\_\_\_\_ Phone #: \_\_\_\_\_

**Drawings Provided:**

Asbuilt: Yes No Site Plan: Yes No

**Service Required:**

Locates Scanning GPR Line Tracing SONDE Camera

**Type of work being done:**

Boreholes Test Pits Excavation Trenching Other

Max depth of excavation: \_\_\_\_\_

Please provide a description: \_\_\_\_\_

Is site marked? (Site must be marked. Utilities may refuse to locate with no marking.)

Yes No If yes: Paint Flag Other

Expected start date \_\_\_\_\_

On-site meeting? Yes No If yes, requested time and date: \_\_\_\_\_

Comments: \_\_\_\_\_

Send a sketch (PDFs, ZIPs and maximum file size: 7.5 MB) to \_\_\_\_\_

# CONTRACT AGREEMENT

RADIODETECTION / GROUND PENETRATING RADAR (GPR)  
DESCRIPTION OF REQUIRED UTILITY LOCATES / SCANNING

\* Customer must complete the following project information in order for USL to effectively perform its services:

Client: Client address:

Fax #: Site location:

Description of locates/scanning:

Asbuilt Provided: Yes No Site Plan Provided: Yes No

Factors that may impede performance:

This contract authorizes U.S.L.-1 Underground Service Locators Inc. to locate private utilities IDENTIFIED BY THE CLIENT within the proposed work area described above locations subject to the terms and conditions of this contract.

U.S.L.-1 Underground Service Locators Inc. will follow all Application Provincial & Federal Health and Safety Protocols.

The Client and Contracting firm hereby agree to the terms of this contract and have caused the contract to be executed by signing below:

Customer acknowledges having read and agreed to the conditions and limitations of this contract.

ALWAYS CALL BEFORE YOU DIG!

1. Customer acknowledges and agrees that the analysis provided by Underground Service Locators Inc. ("USL") 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, or trenching in connection with the site described hereunder (the "Excavation Work"). The surveys and reports provided by USL 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 USL had not been provided and Customer did not have access to USL's work product. By signing below, Customer has read and acknowledges the following description of Radiodetection and Ground Penetrating Radar ("GPR") and the performance considerations and limitations related thereto:

The limitations of Radiodetection are mostly dictated by the inability of USL to identify and locate the underground services because the underground services: (a) are not visible from a point above ground; (b) have not been identified by the Customer, (c) are not shown on a plan of underground services that may have been provided to USL by the Customer; or (c) are not capable of carrying a low frequency radio signal for its entire length as a result of a plastic coupling, plastic piping or a broken tracer wire. The Customer acknowledges being advised that a low frequency radio signal cannot be sent through underground services which are made of plastic or utilize plastic couplings.

GPR 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 non-metallic objects including plastic, concrete, transite and clay pipes, rock, voids, strata layers, cables and wood.

GPR is able to detect this wide range of materials because of the nature of the technology being deployed. GPR 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 effect the depth calculations as well as the operators' ability to discern certain subsurface features.

2. The limitations of GPR 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 GPR.

3. Customer hereby agrees that Customer is solely responsible for properly executing any Excavation Work. Customer shall employ qualified operators and shall carry the appropriate liability insurance and/or bonding necessary for the type of Excavation Work undertaken.

Customer agrees that USL shall not be responsible for damages sustained by Customer as a result of USL's failure to locate underground services due to the above noted limitations and the Customer agrees to indemnify and save harmless USL from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable legal fees incurred by USL) brought by third parties against USL as a result of USL's failure to locate underground services due to the above noted limitations or as a result of the Customer's failure to follow the plans prepared by USL and the instructions noted on such plans.

4. Customer agrees to indemnify, defend and hold harmless USL from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable legal fees) brought by third parties that USL 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 USL.

5. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL USL BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF USL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF USL OR OTHERWISE.

6. 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.

7. USL 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.

8. 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.