

RUSH LOCATES

Private Utility Locate Authorization

Site Address:
Client Name:
Client E-mail:
Client Phone:
Site Contact Name and Phone if Different from Client:
Description of Work to be Done:

Utilities to be Located:

This contract authorizes Rush Locates, LLC to perform a private utility locate of objects identified by the client, under the terms and conditions of this contract outlined below, objects are marked in permanent spray paint unless otherwise directed. Rush Locates charges a fee of \$100 for the first hour and \$75 for any additional hours. Upon request of the client and for an additional charge Rush Locates, LLC may use Acoustic Location (AL) to locate a working plastic water pipe concurrent with a private utility locate. The AL service includes traditional private utility locating and carries of a fee of \$200 for the first hour and \$100 for any additional hours. These rates are subject to change based on location. Payment to Rush Locates is due within a reasonable time period of 30 days from the start of work being performed, invoices over 30 days late will be subject to a late fee. Invoice over 90 days late are subject to legal action.

The client hereby agrees to the terms of this contract listed below and requests it to be executed.

Client Name: _____ Date: _____

Signature of client or Representative: _____

To add plastic water pipe locating using acoustic locating to the scope of this utility locate please initial here: _____

1. The client agrees that they have used or will have used 811, the call before you dig service, to identify all publicly owned utilities before any excavation work begins.
2. Client acknowledges and agrees that any markings and locations provided by Rush Locates, LLC are to be used as a supplementary tool only to help assist the client. The surveys and/or reports provided by Rush Locates, LLC are not intended to be used as a primary guide. The client agrees to take the same care in any construction or excavation work as it would have done if the services of Rush Locates, LLC had not been provided. By signing above the client agrees that they have read and acknowledges the following description of Radiowave Detection (RD) and Acoustic Locating (AL) and understands the limitations related.

RD can be used on almost every metal pipe, wire, cable, or plastic pipe with a tracer wire. Objects which cannot conduct electricity cannot be located with conventional RD, this includes pipes made from plastics, concrete, or terracotta. Objects which block a signal from propagating (rubber gaskets, etc) or being received (sheathing, etc) may significantly impair the accuracy of locating. During RD a signal can bleed onto nearby pipes or be affected by nearby masses of metal, this can affect the accuracy of the locating equipment. The locations and depths given by Rush Locates, LLC are based on the received signal which can differ from the location of the object emitting the signal. Limitations can occur principally due to: Utility access point not visible from above ground, utilities are not identified by the client, utilities are not present on a given as-built, or objects to be located cannot carry a RD signal (mainly due to material of construction, sheathing, or disconnections such as couplers, breaks, or repairs in the line).

AL can be used to locate the peak sound coming from an underground water pipe between the source and the hose bid or hydrant attachment point. The sound is carried through the soil to the surface where the noise level is measured. Natural and artificial soil conditions can cause sound levels to be higher at a point other than directly above the water pipe. The client hereby is aware that the accuracy of AL and hence the marked range of the sound area cannot be guaranteed in any circumstances. The sound itself can only be located for 100'-150' feet from each attachment point and only towards the water source and the pipe material and soil type greatly impact the ability to carry sound.

3. The client hereby agrees that the client is solely responsible for properly executing any Excavation Work. The client shall employ qualified operators and shall carry the appropriate liability insurance and/or bonding necessary for the type of Excavation Work undertaken. The client agrees that Rush Locates, LLC shall not be responsible for damages sustained by the client as a result of Rush Locates, LLC's failure to locate underground services due to the above noted limitations and the the client agrees to indemnify and save harmless Rush Locates, LLC from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable legal fees incurred by Rush Locates, LLC) brought by third parties against Rush Locates, LLC as a result of Rush Locates, LLC's failure to locate underground services due to the above noted limitations or as a result of the the client's failure to follow the plans prepared by Rush Locates, LLC and the instructions noted on such plans.

4. The client agrees to indemnify, defend, and hold harmless Rush Locates, LLC from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable legal fees) brought by third parties that Rush Locates, LLC may incur as a result of (a) the proper performance of its services under this Agreement and (b) any action or inaction of the client whether or not in reliance on the services provided by Rush Locates, LLC.

5. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL RUSH LOCATES, LLC BE LIABLE TO THE CLIENT 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 RUSH LOCATES, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF RUSH LOCATES, LLC 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. RUSH LOCATES, LLC 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.