

# Locate Service

## Terms and Conditions

Utility services on private property are not covered by public utility surveys. While some public utilities will locate their utilities on private property, many will not. The location of these services is what Ottawa Locates provides.

By signing the attached contract \_\_\_\_\_ ("Customer") and Ottawa Locates do hereby agree to the terms and conditions listed on this page for the locate services Ottawa Locates is to provide. The attached contract and these terms and conditions are hereafter known as the Agreement.

**PRICE:** Ottawa Locates shall provide its services at the hourly rate of \$129 per hour, plus applicable taxes with a three (3) hour minimum. All time spent organizing, coordinating with public utility locators, speaking with Customer, onsite visits, location services, travel time and paperwork will be charged.

**SERVICE:** Ottawa Locates uses Radiodetection to locate the underground portion of utility services. However, Radiodetection has limitations in that it is not able to locate underground storage tanks because they are not attached to aboveground incoming utility services. Radiodetection is also not able to detect services that are broken, made of plastic, or have a broken coupling or tracer wire. Radiodetection works by attaching a transmitter to the above ground portion of a utility service and then using a portable receiver to locate the underground portion of the associated utility service.

Customer hereby agrees that he or she understands, accepts, and acknowledges:

- The limitations of Radiodetection to accurately detect certain underground utility services.
- That Customer is responsible to provide complete and accurate site plans
- That it is Customer's responsibility to identify and provide access to the starting locations of all utilities requiring location
- That Customer is solely responsible for carrying appropriate and adequate liability and other insurance
- That Customer is solely responsible for safely and properly executing all onsite construction work which includes only employing qualified operators of any onsite machinery.
- That Customer is aware of the industry standard safeguard requirement to hand dig within 1.5 meters of any underground utility service.
- That Ottawa Locates's services are solely provided on a bestefforts basis per the above and only for private utilities.
- Public utility locators are solely responsible for public utility locates.
- In the absence of known underground utility changes, locate reports are only valid for 30 days from date of locate.
- That Ottawa Locates is not responsible for damages of any kind sustained by Customer or any Third Party, as a result of Ottawa Locates's failure to locate any particular underground utility service due to the above noted limitations. Customer agrees to indemnify and hold harmless Ottawa Locates against any and all such Third Party claims of any sort. Such indemnification shall also include any and all reasonable legal fees that Ottawa Locates incurs to defend itself from such claims.

Ottawa Locates is responsible to Customer to provide qualified personnel with the necessary equipment to provide the contracted underground utility location services. Ottawa Locates is responsible for ensuring that its employees follow all applicable government Health & Safety rules.

**Limited liability.** IN NO EVENT SHALL OTTAWA LOCATES BE RESPONSIBLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, ACTUAL OR OTHER DAMAGES, REGARDLESS OF TYPE NOR ANY LOST PROFIT OR OTHER DAMAGES RESULTING FROM USE OF THE LOCATE SERVICE RESULTS.

**No Warranty.** OTTAWA LOCATES MAKES NO WARRANTY OR GUARANTEE OF FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED OR STATUTORY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED.

**Severability.** In case any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or other unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein.

**Entire Agreement.** This Agreement, contains the entire understanding of the parties with respect to the subject matter hereof. There are no other contracts, agreements or understandings, whether oral or written, existing between them except as contained or referred to in this Agreement. No waiver or modification of this Agreement or the terms contained herein shall be valid unless in writing and duly executed by the party to be charged therewith.