



## **J-Spot Services, LLC** **-Private Utility Locating Customer Agreement-**

J-Spot Services, LLC's (J-Spot) liability for damages incurred to any utility hit by the contracting customer while excavating, trenching, land leveling, using explosives or displacing of earth in any form will be assessed based on the following guidelines and stipulations. This agreement is not applicable to the One-Call Notification System Act and is provided as a blanket written agreement between the customer and J-Spot for current and future projects requiring J-Spot's locating services. The customer may request changes to this agreement be made in writing with ample time to be reviewed by J-Spot's legal counsel prior to work being performed.

J-Spot's electromagnetic locating services are supplementary to damage prevention with no guarantees of locating unknown utilities, utilities which have underlying infrastructure problems preventing them from being traceable, utilities with no means of locating through a conductive tracer system, a damaged tracer system, have no readily available access points to connect leads or push rod/fish tape through to complete the locate or utilities which were not designed to be accurately located. Utilities such as directly buried metallic, concrete or plastic, water lines, gas lines or sewer/storm lines or ones requiring push rod/fish tape deeper than 12 feet may not be traceable through methods J-Spot immediately offers. If any such utility is known ahead of time and brought to J-Spot's attention, J-Spot will take the measures necessary to address these utilities and offer possible solutions for locating them.

J-Spot does not own utility systems and cannot take responsibility for unknown utilities that are not directly brought to our attention by an on-site escort or site contact. It is the responsibility of the party contracting J-Spot Services to provide any contacts, records, maps, blueprints or information that may be useful in finding existing underground lines. While these forms of information may be useful, they may not be used against J-Spot as conclusive proof of negligence or in terms of locate expectations as J-Spot's utility protection technicians are trained to use equipment to locate underground lines and may not be familiar with each particular map layout, key, notation, blueprint, record or print variation used to assist in showing what might need located.

Utility repairs or replacements which are a direct result of miss-mark traceable lines, damages caused by J-Spot's actions in accessing the utility system for locating or excavating during locate verification processes, will be considered the responsibility of J-Spot. In the event of a damaged line, J-Spot must be contacted prior to any repairs and must be allowed to assess each damage and the options available to repair the line. If J-Spot is not allowed a fair investigation prior to the repairs taking place, liabilities and claims made against J-Spot will be considered void. In the case of a miss marked traceable line, J-Spot must be contacted and notified measures to safely find the line were taken prior to crossing or working in the vicinity of the utility where the acting party's verification efforts had failed. J-Spot's liability buffer zone for miss marked traceable utilities is as follows: 18" + utility width from 0-36" deep, 24" + utility width from 36-72" deep, 36" + utility width from 72-144" deep, utilities beyond 144" deep are considered "to the best of our knowledge" and excavating near these lines is at the discretion of the owner or customer. In the event a traceable line is miss-marked on either side outside of the buffer zone, J-Spot's Jetvac division offers follow up service to successfully expose the lines using hydro excavation and will be done with no labor cost to the customer if the utility lies outside of the utility buffer. Mileage charges may apply if multiple service trips are required to complete this verification. In the event the utility is found by J-Spot Jetvac within the utility buffer or vertically within this buffer zone deeper than previously assumed, normal mileage and Jetvac rates will be incurred.

By signing below, I acknowledge that I have reviewed J-Spot Services, LLC's Private Locating Customer Agreement and our company, subcontractors or excavators will safely expose J-Spot's underground system locates prior to excavating, trenching, land leveling, using explosives or displacing of earth in any form in the locate area. In the event any underground system is marked and not verified or unmarked due to no means of accurately locating, poor locate conditions, overlooked by customer's site escort or is damaged during excavation performed by the participating company, the liabilities, damages or injuries incurred will not be of consequence to J-Spot Services, LLC.

Company \_\_\_\_\_

Name/Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_