

Please keep this email for your records. Signing and submitting the Work Order form is your agreement to the following practices.

## W.W. Enterprises Terms of Service

### Locates and Right of Entry

W.W. Enterprises will contact IDIG811 for utility locates as soon as we receive your completed Work Order Form. We will request that your entire site be located, and specify that it is for "exploratory soils drilling and testing". We will drill and test anywhere from 12' to 18' deep. Contacting Locates is free to you, and will take approximately 4 days for completion. This must be done before we will visit your site. You will not be scheduled for exploratory work until we have this information. Please keep all animals enclosed and make available your entire site for a minimum of 4 business days after submitting your Work Order to us, for utility workers to locate your site. If gates are locked, or animals are free on site, IDIG811 will NOT locate your site, and this will delay any work from beginning for at least a week. Locates are non-negotiable whether your site has improvements or not.

### Drilling and Site Marking

Our drill rig is a Dodge 3500 Ram with a Giddings drill on the back. For us to complete work for you, any fences and gates must be accessible or removed to provide access for a large pickup (and excavation equipment if you are requesting OWTS pits). Please mark your site at the road with your name, address or lot number to aid in finding your property. Additionally your site must be staked clearly with lathe or flagging taller than any ground cover. We live in the beautiful state of Colorado, and with this comes the fact that we often get inclement weather. If your site is inaccessible due to excessive amounts of snow, rain, hail or mud, please let us know ahead of your site visit appointment. If we arrive at your site as scheduled and do not have access or knowledge of where to drill, or if our driller can not access your site because of mud, we will return back to our home office and you will be charged a return trip charge (minimum \$200) due in full before any further work can be done. To avoid this trip charge due to an unmarked site, you are welcome to meet our drillers on site. However it is not necessary for you to meet if the site is clearly staked. Please be aware that we will not advise you where to put septic fields, wells, houses, out-buildings, fences, driveways, or the like.

### Septic (OWTS) Testing

To complete septic pit testing, you must have two holes dug, 8' to 10' deep, approximately 3' wide, and sloped on one side to have clear access to the pit. The two required pits are to be at

least 100' apart on either end of where you expect to put your On-site Waste Treatment System (OWTS) field. It is your responsibility to schedule with an excavator of your choice to have these pits dug before or at the time of our arrival. Many excavators will do this for a discounted fee if they will be installing your septic system. Please schedule with your excavator or septic installer for pit excavation. It is the client or the excavator's responsibility to ensure IDIG811 has been contacted prior to your excavator's visit. W.W. Enterprises will assume no liability for damage to utilities caused by non-employees.

#### Foundation and Structural Plans

For foundation or structural designs, please email or mail your full complete set of plans with your work order. If you don't have them yet, send them as soon as you can. Please include a brief explanation of what you would like done, as well as your project number. Paper Hard Copies of plans that you send in will not be returned, and unfortunately we can not make copies for you.

#### Inspections

This includes Open Hole, Footing and Wall Steel, Ufer Ground, Waterproofing and Foundation/Over-ex Drain, Septic and others as required. You authorize your contractors to call on your behalf to schedule these as needed. For all inspections a 24-hour notice is required for us to visit your site, and cancellations should be a minimum of two hours before the scheduled inspection. Any failed inspection will be charged at full price and then a re-inspection fee will be charged to re-inspect. Please have your project number and client name available when calling for inspections.

#### Fees and Miscellaneous Information

Any proposed fees that you receive are an estimate of cost. Any revisions of plans, or changes to your site or requirements may incur additional fees. Work order must be signed and completed by who is to be billed. Any work done on the property by W.W. Enterprises will be billed to this account. This includes any work or inspections ordered by contractors independently on your behalf.

#### Invoices

All bills are due on receipt. Reports, plans, letters, and all other documentation prepared by W.W. Enterprises remain the property of W.W. Enterprises until all fees for services rendered have been paid. All accounts 30 days past due will be assessed a finance charge of one and

one-half percent (1.5%) per month. Should W.W. Enterprises (The Company) bring suit to recover past due payment for services rendered to Client, we shall be entitled to recover all costs of collection, including reasonable attorney's fees. Accounts 60 days past due are subject to collections and/or a lien on the property for which work was performed. Client agrees that all reports and other work furnished to the Client and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

Limitation of Liability:

Liability of W.W. Enterprises, its officers, sub-consultants, agents and employees for damages due to or arising from professional negligence, breach of contract, or any cause of action, shall be limited to W.W. Enterprises' fee.

Please reply to this email and attach your completed work order form. You will receive a reply with your scheduled date and time and your W.W. Enterprises project number within a business day. If you have not received a reply within two business days, please call the office at (719) 775-9314.

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End of Terms of Service