



HGS HAWAII
GEOPHYSICAL
SERVICES

Clearing a path for your success

949 Akepo Lane, Honolulu, Hawaii 96817
phone 808*845*3900
fax 808*848*8778
email info@hawaiiigs.com
web site www.hawaiiigs.com

Work Order Form

NOTE : THIS IS NOT AN INVOICE

You will receive a final report and invoice
for the above work by mail

GET#W20530202-02

SUBSURFACE UTILITY ENGINEERING SERVICES

TO _____ CONTACT _____
ADDRESS _____ PHONE _____
CITY/STATE/ZIP _____ FAX _____
P.O. # _____ OTHER _____
YOUR PROJECT # / NAME _____
LOCATION: _____

SERVICES PROVIDED

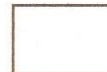
BY ACKNOWLEDGING THIS WORK ORDER YOU AGREE THAT THE LANGUAGE AND CONDITIONS
SET WITHIN SUPERCEDE ANY CONTRACTS OR AGREEMENTS MADE PRIOR

PRICE _____ TERMS _____

SURVEY COMPLETED BY _____ DATE _____

RADAR SURVEY ACCEPTED AS COMPLETED BY _____

PERSON SIGNING REPRESENTS THAT TO THE BEST OF THEIR KNOWLEDGE
THE INFORMATION PROVIDED ON THE REVERSE SIDE OF THIS FORM IS TRUE
SIGNER AGREES TO BE BOUND BY THE TERMS ON REVERSE SIDE OF THIS FORM.



CUSTOMER
INITIALS HERE

PAYMENT IS DUE AT THE TIME OF COMPLETION OF THE SERVICE. AFTER 30 DAYS, FINANCE CHARGES ACCRUE AT THE RATE OF 1.5% PER MONTH. AFTER 60 DAYS, ACCOUNTS IN ARREARS ARE RETIRED TO A COLLECTION AGENCY. I AGREE TO PAY ALL COSTS ASSOCIATED WITH COLLECTING THIS BILL, INCLUDING, BUT NOT LIMITED TO INTEREST, COLLECTION AGENCY FEES, ATTORNEY'S FEES, FILING AND SERVICE FEES AND COURT COSTS.

SIGNATURE: _____ DATE _____

1. Customer acknowledges and agrees that the analysis provided by Hawaii Geophysical Services LLC (HGS) is to be used as a supplementary tool only and to assist the Customer in the conduct of any construction work including, but not limited to excavation, drilling, boring, trenching, saw-cutting or structural concrete repair in conjunction with the site described hereunder (the "Excavation Work"). The surveys and reports provided by HGS 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 Hawaii Geophysical Services had not been provided and Customer did not have access to HGS' work product. By signing below, Customer has read and acknowledges the following description of Ground Penetrating Radar (GPR) and the performance considerations and limitations related thereto:

GPR offers the capability to detect surface features and objects that are not easily detected by conventional methods. In addition to the ability to detect metallic objects, GPR is able to detect nonmetallic objects including plastic, 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. It receives and processes this signal when it is "bounced" off of an anomaly below the surface. Through processing, GPR "calibrates" itself to the dielectric constant of the indigenous material. When the signal bounces off of a material having a different dielectric constant, that change shows up as an anomaly. It is possible to determine the depth by calculating the time traveled through a known medium. Deviations in the medium investigated can affect the depth calculations as well as the operator's ability to discern certain subsurface features.

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 a 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 return 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 interferences from cellular towers or broadcast stations, parked cars, steel fencing or a uniform layer of steel such as steel decking can also affect the performance of the GPR.

In all surveys the results are dependent upon site and soil conditions. The customer needs to complete the following information to the best of their ability in order for HGS to effectively perform its services:

Type of Material and Depth By Layer, From Surface (to limit of investigation):

a. Material _____ Depth _____ b. Material _____ Depth _____

c. Material _____ Depth _____

Moisture Content _____ % Desired Evaluation Depth _____

Surface Characteristics _____

Any factors that may impede performance _____

2. Customer hereby agrees that the 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.

3. Customer agrees to indemnify, defend and hold harmless HGS from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable attorney fees) brought by third parties that Hawaii Geophysical Services may incur as a result of (a) the proper performance of its services under this Agreement and (b) any action or inaction of the Customer whether or not in reliance on the services or test results provided by HGS.

4. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL HGS BE LIABLE TO THE 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 HGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF HGS OR OTHERWISE.

5. 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 OTHER EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND ENFORCED AS SUCH.

6. HGS 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.

7. 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.

8. This agreement shall be interpreted under the Laws and Statutes of the State of Hawaii.