Exhibit A

SETTLEMENT AGREEMENT

This settlement agreement is executed between the City of Portland, Oregon ("City") and Locating, Inc. ("LI"). Collectively, LI and City shall be referred to as "parties" and each may individually be referenced as a "party."

RECITALS

- 1. The City of Portland Oregon ("City") is the owner of certain underground facilities within the city limits.
- 2. Locating, Inc. ("LI") is a Washington corporation that provides "locate" services, which includes the location of underground facilities.
- 3. In late March 2004, LI was contacted by the Oregon One Call Center to locate certain underground facilities on behalf of the City so that a City Contractor could perform excavation work near the intersection of NW Naito Parkway (formerly Front Avenue) and the Steel Bridge (hereafter the "project site.")
- 4. LI responded to that request by sending an employee to the site of the proposed excavation in order to mark the City's underground facilities at that location.
- 5. A dispute has arisen between the City and LI regarding the performance of LI's services. The City contends LI failed to properly locate a fiber optic cable line beneath NW Naito Parkway at the project site. LI disputes that contention.
- 6. The City's contractor struck the City's fiber optic line at the project site, which required the line to be repaired. The City paid for the repair costs.
- 7. The City contends LI should reimburse the City for its costs. LI contends it is not responsible for the damage or costs incurred by the City.

AGREEMENT

- A. <u>Resolution of Dispute</u>. By executing this Agreement both LI and the City agree to resolve all claims and disputes of whatever nature that have arisen, or could have arisen out of LI's activities as referenced above.
- B. <u>Payment</u>. LI agrees to pay the City the sum of Thirty Thousand Dollars (\$30,000.00) in resolution of the dispute that has arisen between the parties as referenced above.
- C. <u>Mutual Release</u>. The City releases LI, its officers, employees, agents, assigns, and successors from any and all claims that have been or which could have been brought against LI arising out of the locate activities referenced above. Similarly, LI releases the City, its bureaus, officers, employees, agents, assigns and successors from any and all claims that have been or which could have been brought against the City arising out of the locate activities referenced above.

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- D. <u>No Admission of Liability</u>. The parties agree that the payment made by LI to the City is not to be construed as an admission of liability by LI for any of the claims that have or could have been brought by the City.
- E. <u>Entire Agreement</u>. The parties agree and acknowledge that this Settlement Agreement is a complete, integrated agreement that supersedes and cancels all prior negotiations and understandings of any kind that may previously have been made with regard to the claims noted herein. Further, the parties agree that this Settlement Agreement is the entire agreement between them, and that no other promises have been made by either party, either express or implied, in order to induce them to settle, that are not contained herein.
- F. <u>Governing Law</u>. The parties agree that this Settlement Agreement shall be construed according the law of the State of Oregon.
- G. <u>Amendment</u>. The parties agree that this Settlement Agreement shall not be amended, unless such amendment is in writing and signed by both parties and approved by the City Attorney's office. LI understands that City employees have no actual or apparent authority to waive the approval of the City Attorney's office.
- H. <u>Successors in Interest</u>. The terms of the Agreement shall be binding upon the successors and assigns of each party hereto.
- I. <u>Construction of Agreement</u>. The parties have jointly drafted this Settlement Agreement. Therefore, the parties agree that it shall not be construed for or against either party in order to resolve any ambiguity.
- J. <u>Approval Required</u>. The parties understand that this Settlement Agreement requires approval of the Portland City Council.

CITY OF PORTLAND			LOCATING, INC.	
By:	Mayor Tom Potter	Date	By:Richard Welsh, President	Date
	Approved as to Form:			
	City Attorney			