

FIRST AMENDED SERVICES AGREEMENT

This First Amended Services Agreement (hereinafter referred to as “First Amendment”), entered into by and between the **City of Lawrence Utilities, by and through the Utility Service Board of the City of Lawrence, Indiana** (hereinafter referred to as “City”) and **Sanitary Management and Engineering, Inc. D/B/A as SAMCO of Indiana Corporation** (hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

WHEREAS, the City and Contractor are parties to a “Services Agreement” signed by the parties on or about December 23, 2024 and December 16, 2024, that set forth the terms by which Contractor would perform certain services for the City (“Services Agreement”); and

WHEREAS, the parties desire to enter into this First Amendment to extend the term of Contractor’s services to apply within 2026 and to update the rates charged by Contractor, more particularly set forth in **Exhibit 1**, attached hereto and incorporated by this reference.

NOW THEREFORE, in consideration of the mutual promises and covenants made in this Addendum to Services Agreement, and other valuable consideration, the parties agree as follows:

1. The **Exhibit 1**, attached hereto and incorporated by this reference, hereby fully amends and supplements the portions of the **Exhibit A** and **Exhibit B** that were attached to the Services Agreement that are inconsistent with the attached **Exhibit 1**.
2. This First Amendment shall become a part of the Services Agreement and all provisions of the Services Agreement not otherwise modified by or inconsistent with the terms of this First Amendment shall remain in full force and effect.
3. This First Amendment may be executed in counterparts, all of which shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the dates subscribed below.

**Sanitary Management and Engineering, Inc. D/B/A as SAMCO of Indiana Corporation
("Contractor")**

By: Chris McDonald

Date: 11/4/2025

Printed: Chris McDonald

Title: Director

Approved by the Utility Service Board of the City of Lawrence this _____ day of
_____ 2025.

TRACY BOYD, Chair
UTILITY SERVICE BOARD
CITY OF LAWRENCE, INDIANA

ATTEST:

Tina Whitcomb, Recording Secretary
UTILITY SERVICE BOARD
CITY OF LAWRENCE, INDIANA

5101768.1

Exhibit 1

PROFESSIONAL SERVICES AGREEMENT / STATEMENT OF WORK

This statement of Work is executed as of the 1st day of January 2026 by CITY OF LAWRENCE UTILITIES ("Owner") and Sanitary Management and Engineering, Inc., D/B/A as SAMCO of Indiana Corporation ("Contractor")

One year extension of current locate agreement at new locate rates.

Fee / Rate Schedule

- a. The contractor will respond to after-hours and weekend calls with no adjustment to the pricing structure.
- b. The contractor agrees not to charge for duplicate or cancelled tickets.

City of Lawrence Normal Notice Locate Billing			
	Water	Sanitary	Total
Water and Sanitary	\$14.00	\$12.00	\$26.00
Water Only	\$14.75		\$14.75
Sanitary Only		\$12.50	\$12.50

City of Lawrence Emergency Locate Billing	
Emergency Locates will be billed at an hourly rate of \$ 65.00 per hour. Billed by .25 hour	1 Utility 100%
	2 Utilities 50% - 50% Split
City of Lawrence Project Locate Billing	
Project Locates (Locate taking more than 1 Hour to complete) will be billed at an hourly rate of \$ 65.00 per hour. Billed by .25 hour	1 Utility 100%
	2 Utilities 50% - 50% Split

Samco shall render invoices and statements to the City of Lawrence Utilities monthly. Each statement shall be paid by the City of Lawrence within thirty (30) days of each invoice date.

Effective Date. Notwithstanding anything herein to the contrary, this Agreement/Statement of Work shall not be valid and enforceable unless and until the City of Lawrence issues to the Contractor a Purchase Order. The Effective Date for this Agreement shall be the date of the Purchase Order issued by the City of Lawrence and will remain in effect for 1 Year and shall be renewable annually with the written consent of SAMCO and the City of Lawrence.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement/Statement of Work to be effective as of the date first written.

UTILITY:

By: _____

Title: _____

Attest: _____

CONTRACTOR:

Chris McDonald

By: Chris McDonald_____

Title: Director_____