

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), 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:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the Exhibit A and Exhibit B attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties, and incorporates and amends the "Professional Services/Statement of Work" between City and Contractor dated December 11, 2018, and any amendment thereto (the "First Agreement"), which is attached hereto as Exhibit A. To the extent of any conflict between the First Agreement and this Agreement, the terms of this Agreement shall control. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of this Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall amend, include, and incorporate by reference the First Agreement, by and between the City and Contractor, as well as any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in Exhibit B, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and shall terminate when the services in Exhibit B have been completed, unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials, and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Exhibit A and Exhibit B.
- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to,

computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability: \$500,000 Per Accident

Coverage Details All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

- 5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this

Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

- 5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Contractor. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Sanitary Management and Engineering., Inc., D/B/A as SAMCO of Indiana Corporation

To City:
City of Lawrence Utilities
Attn: Paul Wanner
9001 East 59th Street
Lawrence, IN 46216

Courtesy Copy:
City Attorney
9001 East 59th Street
Lawrence, IN 46216

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by

Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 5.13 Conflict of Interest.
- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Lawrence, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws; Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free

Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Lawrence, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.
- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Counterparts. This Agreement may be executed in several counterparts, which may be facsimile, electronic, or original signatures, all of which shall constitute one (1) agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
- 5.23 Debarment and Suspension.
- 5.23.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any

department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

- 5.23.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.23.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.23.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.24 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
 - 5.24.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
 - 5.24.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
 - 5.24.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this

Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.

- 5.24.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

[Signature Page to Follow]

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

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

By: Steve Anthis

Date: 12/16/2024

Printed: Steve Anthis

Title: Vice President

Approved by the Utility Service Board of the City of Lawrence this _____ day of
_____, 202__.

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

ATTEST:

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

4900627.1

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): SAMCO

By (Written Signature): Steve Anthia

(Printed Name): Steve Anthia

(Title): Vice President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Ham. Han

SS:

Subscribed and sworn to before me this 16th day of December, 2024.

My commission expires: 10-16-2032 (Signed) Michelle D. Bruce

a. Residing in Ham. Han County, State of Indiana



Exhibit A

PROFESSIONAL SERVICES AGREEMENT/STATEMENT OF WORK

This Statement of Work is executed as of the 11th day of December 2018 by CITY OF LAWRENCE UTILITIES ("Owner") and Sanitary Management and Engineering Co., Inc., D/B/A as SAMCO an Indiana Corporation ("Contractor").

FOR UNDERGROUND FACILITIES LOCATING AND MARKING SERVICE

- Description of Project. The Project which is covered by this Statement of Work is described as follows:
 1. **Purpose**
 - a. To provide locating and marking of underground utility-owned water and sanitary sewer facilities in conformance with Indiana State One-Call Center Policies and Procedures, IC 8-1-26, industry standards and best management practices
 2. **Scope of Work:**
 - a. The Contractor will be the Owner's designated locating service, providing locates for the Owner, who owns and operates underground facilities in the geographic areas described elsewhere in this Statement of Work (Service Area).
 - b. The Contractor will utilize its own equipment, tools, vehicles, materials and personnel.
 - c. The Contractor will be responsible for receiving all of the Owner's notices or locate requests from the Indiana State One-Call Center ("Ticket(s)"), also referred to as Indiana811 or Indiana Underground Plant Protection Service (IUPPS).
 - d. The Contractor will review all tickets and perform locates in compliance with Indiana State One-Call Center's procedures, including the closing out of each ticket with the State One-Call Center when each ticket is complete.
 - e. All locates will be performed according to the standards as described elsewhere in this Agreement/SOW and per IC 8-1-26.
 - f. All locates will be performed in a sound, professional and workman like manner. Contractor will promptly remedy any defective locate caused by Contractor's failure to properly perform and complete facilities locating services.
 - g. The Contractor will be responsible for those damages determined to have been caused by Contractor's actions or lack of actions, including, but not limited to, liability for locates that are incorrectly performed, or locates that the Contractor has not performed in compliance with the Indiana State One-Call Center's procedures.

- h. The Contractor shall be responsible for damages Not To Exceed \$2,500 per damage.
- i. Accurate documentation and billings are required per locate performed.

3. Definitions. In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:

- a. At Fault Damages means damage to Owner's facilities caused by an Excavator that occurs with respect to locatable water and sanitary sewer facilities unless Contractor can demonstrate that the locate was done within accuracy limits as defined in the Indiana One Call Center's procedures.
- b. "Owner's Facilities" means any underground water and sanitary sewer facilities owned by Owner.
- c. "Damage to Facilities" means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- d. "Excavation" means an operation for the movement, placement, or removal of earth, rock, or other materials in or on the ground by use of tools or mechanized equipment or by discharge of explosives, including auguring, backfilling, boring, digging, ditching, drilling, driving, grading, jacking, plowing in, pulling in, ripping, scraping, trenching, and tunneling.
- e. "Excavator" means any person who engages directly in excavation.
- f. Facilities is the collective reference to Owner's respective lines and systems used for Water and Sanitary
- g. "Interruption of Service" means an interruption in the services provided by Owner to its customers arising from a damage to the facilities.
- h. "Locatable Facilities" means the facilities that can be field marked with reasonable accuracy by using devices designed to respond to the presence of the facilities, and/or with records of reasonable accuracy, but shall specifically not include unidentifiable facilities and unlocatable facilities.
- i. "Locate" means the completed process of having provided locate services at an excavation site.
- j. "Locate Request" means the individual request data provided by Indiana Underground Plant Protection Service.
- k. "Locate Service" means the process of determining the presence or absence of the facilities, their conflict with proposed excavations, and the marking of the proper places or routes of the facilities within reasonable accuracy limits as required.
- l. "Marking" means the use of stakes and flags, paint stripes or other clearly identifiable materials at appropriate distances and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association (APWA) to show the field location of

underground facilities accurately.

- m. "Project Locate" means a locate request that requires Contractor to spend more than 1 hour on any one of the respective facilities being located at the excavation site.
- n. "Reasonable Accuracy" means the placement of appropriate markings within twenty-four (24) inches of the outside dimensions of both sides of an underground facility.
- o. "Restoration Cost" means the actual costs incurred by City of Lawrence to repair damage to the facilities arising from at-fault damages and shall include any third-party claims arising from at-fault damages. Restoration cost is equal to the actual labor, equipment and material costs incurred by Owner to repair the damage to the facilities, third-party claims arising from at-fault damages, overhead, and the cost or fines associated with lost product by City of Lawrence.
- p. "Services" means the services to be provided by Contractor under this agreement.
- q. "Site Surveillance" means to watch over and protect the facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site locate services as may be dictated by the nature and scope of the excavations.
- r. "Underground Facilities" means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- s. "Unidentifiable Facilities" means the facilities that are neither apparent on the records provided by Owner or from a visual examination.
- t. "Un-locatable Facilities" means the facilities whose presence is known either from records provided by Owner or a visual examination, but which cannot be field marked with reasonable accuracy using standard industry procedures employed by Contractor.
- u. "Visual Examination" means an attempt to determine the existence of the facilities at an excavation site by a reasonable visual inspection rather than from City of Lawrence's maps and records.

4. Description of Work:

- a. The Contractor will receive daily tickets from the designated State One-Call Center (Indiana 811/IUPPS). Upon receipt of these tickets, Contractor will route it's locate technician to the required sites, to perform the locate(s).
- b. The Contractor will provide continuous competent supervision to all its

employees when any work is being performed. Owner shall exercise no supervision over Contractor's employees, agents, or other personnel. Daily, after receiving, and locating each ticket, the Contractor will respond to the State One-Call System to close out each ticket when complete.

- c. The following include but are not limited to general bid conditions that apply to bid items and must be considered as part of this Agreement/SOW:
1. Accuracy of locating facilities must be within guidelines set forth by Owner including guidelines of any applicable governing authority.
 2. All contractor reporting must correspond to Indiana State One-Call's requirements and monthly reporting requirements as outlined below in monthly reporting requirements.
 3. Contractor must accept responsibility for any misinterpretation of Owner's maps or not correctly locating Owner's facilities.
 4. Contractor must provide personnel with the required knowledge and understanding of locating underground facilities, ability to read and understand various formats, electronic and hard copies of Owner's maps, and be proficient with the equipment necessary to perform their job function
 5. Coordinate locating services with other Utilities, Indiana State One Call Centers, and Excavators as required.
 6. Keep appropriate Owner representatives informed of any relevant issues, including those outside the documented scope of work.
 7. Redline Owner's maps when any changes are identified to existing facilities and report the same to appropriate Owner representative. All maps and drawings must be kept current.
 8. Become familiar with the Owner facilities.
 9. Prepare and supply applicable documentation as requested by City of Lawrence to include but not limited to updated maps, reports, etc.
 10. Contractor must be familiar with and abide by all of Owner's standards and requirements and any additional or more stringent standards and or requirements of any applicable governing authorities including City, County, State, and Federal.
 11. Contractor will demonstrate knowledge and understanding of map reading, including geographic maps, Owner's route maps and as built maps, understanding of street and highway right of way ('R/W') plans. Recognize R/W and easement locations. When entering private property, contractor will first identify himself and notify property owner of his intentions.
 12. The Contractor will adhere to the guidelines of Indiana One-Call

Center, Indiana 811/IUPPS and IC 8-1-26 to determine the minimum locating requirements for Owner underground facilities unless otherwise directed by Owner.

5. Schedule of Work:

- a. Locates will be performed on facilities before the start of the excavation and or the time issued on the State One-Call Center Ticket. Contractor will perform the locates within 48 hours (2 Working Days) of receipt of a ticket or, if required by the State One-Call Center, sooner. If required to be sooner than the normal 48-hour response time, the Contractor is to contact the Excavator and arrange a site visit and document the time and place of the meeting.
- b. One-Call System Operator; Contractor will respond in the same manner as set forth above. Contractor will provide the designated State One Call System Operator with all requested information (what does this section mean??).

6. Responsibility of Work:

The Contractor is responsible to perform the work as follows:

- a. It is the Contractor's responsibility to obtain all necessary information from the designated State One-Call Center and to act upon that information in a timely and accurate manner by reviewing all tickets.
- b. In the screening process, the Contractor is responsible for providing competent evaluations on all tickets by reviewing each for locate information (address), then cross referencing that against Owner's applicable underground facility maps, documents, writings, records and as built drawings ("Owner's Information").
- c. Contractor will receive transmittals directly from the one-call center for the Owner's service area.
- d. The Contractor will dispatch the required locate tickets to their locate technicians, who will perform the locate(s), by indicating the presence of those facilities with appropriate markings.
- e. The Contractor is responsible for providing competent technicians to perform the locates in a timely manner and to close out those tickets accurately and within the appropriate timeframe.
- f. The Contractor's accuracy in locating the facilities will be within two (2) feet, when measured horizontally from the locate paint, flag, stake or other approved material to a point directly above said facility.
- g. If Contractor determines that the facilities are not present at the

excavation site, Contractor will either notify Excavator prior to the proposed excavation that the facilities are not present or mark the excavation site in a manner to indicate that the facilities are not present at the proposed excavation site.

- h. If Contractor determines that there are Un-Locatable Facilities at the excavation site, it will notify Owner immediately. After notification, City of Lawrence will be responsible for determining what course of action should be followed to assure that the unlocatable facilities are not damaged by Excavator.
- i. In a timely manner, and if the Excavator is present, Contractor will notify the Excavator of the existence or absence of Owner's subsurface facilities at the excavation site, as well as advise the Excavator how the facilities have been identified and marked.
- j. Contractor will resolve and close out all said tickets by contacting the designated State One- Call Center. At the end of each day, the Contractor will report specific requested information to the Owner's representative.
- k. Owner may require monthly meetings in which Contractor's supervision will be required to attend. An agenda of items to review will be provided prior to the meeting by Owner.
- l. Upon obtaining, or discovering, new or updated facilities information, Owner will update applicable Contractor's maps, documents, writing, records and as built drawings ("Contractor Information"). The Contractor will provide the same updates to its field locators.
- m. Contractor will maintain all Owner information as confidential information. All information provided by Owner will remain the property of Owner and will be returned immediately to Owner upon termination of this Agreement/SOW.
- n. Contractor will provide the means to communicate or notify their locate technician when emergency communication is required (i.e. pagers, cellular phone, 2-way radio, etc.) and will provide all applicable contact numbers to the Owner's authorized representatives.
- o. The Contractor's accuracy of placing the paint, stake, flag or other appropriate marking with respect to the facility will be measured horizontally from the appropriate markings to a point directly above said facility. The appropriate markings will be within two (2) feet of the line.
- p. Owner will be notified by the Contractor of any defects, damages, or missing plant included within the area located.

7. For all "Normal Notice" locate requests, Contractor shall electronically record and

report on the actual time the locate request occurred, and the actual time the locate was performed. The percent of locates performed within statutory limits shall be reported on a monthly basis to the Owner. In addition, for locates which are completed after the statutory time limit, the Contractor will document the communication to the requestor of locates of the delay; in the event the communication does not occur and the delay is the fault of the Contractor, resulting in damage to the Owners facilities it would be considered a Contractor at fault damage.

- a. Upon Owner's request, Contractor shall perform site surveillance as specified in section 3 (q) above. Site surveillance is to be billed as a project locate.
- b. Contractor shall record and report on the number of damages occurring per 10,000 locate requests. Details shall include rates for no locate requested, excavator at-fault.
- c. Contractor shall report irregularities and abnormal conditions arising in the course of locating and marking City of Lawrence's facilities, and notify City of Lawrence as soon as possible after the discovery of an irregularity or abnormal condition. Examples of irregularities and abnormal conditions:
 1. Damaged facilities
 2. Exposed facilities

8. Investigations of Damage to Utilities' Facilities

- a. Should either party to this agreement become aware of any damage to facilities that occurs after Contractor has been asked to perform a locate with respect to the facilities, the party learning of the damage to the facilities shall promptly notify the other party. This notification may be made orally. Both parties to this agreement reserve the right and shall be entitled to investigate any reports of damage to facilities.
- b. Contractor will investigate incidents of damage to facilities and provide a written report of its findings to Owner within seventy-two (72) hours. Such report will contain Contractor's determination as to whether the damage to facilities constitutes at fault damages. In the event Owner disputes Contractor's conclusion, the parties will seek to mutually resolve such dispute.

9. Contract Service Area:

- a. Certain areas in the State of Indiana where Owner provides service as depicted on the attached map.

10. Emergency Locate Procedure:

- a. In the event of an emergency, Owner, or the designated State One-Call Center, will notify Contractor. Contractor's response time is required to be within two (2) hours of notification per the Indiana One-Call Center policies and procedures. All emergency locates will receive top priority over other required locates. Contractor will notify Owner if the emergency locate request results in an inability to perform, in a timely manner, all other requested locates.
- b. If the 2-hour window cannot be met, Contractor will attempt to contact Excavator and inform them of the expected arrival time.
- c. Contractor will be liable for emergency locates that are incorrectly performed or that Contractor has not performed within an agreed upon specified time deadline and/or parameters. This includes after hours, weekends and holidays.
- d. Contractor must electronically record and report on the actual time the locate request occurred and the actual time the locate was performed.

11. Contractor Expertise:

- a. The Contractor's locate technicians will demonstrate the ability to effectively navigate around the relevant geographic location and have a comprehension of the processes and procedures contained within this Agreement/SOW. Each locate technician will also have the knowledge and understanding for all locate documentation practices through an understanding of the land systems, laws, regulations, ordinances and requirements of that geographical area.

12. Safety Issues:

The Contractor will have expertise and knowledge to follow all safety practices involved with performing locates for Owner, including, but not limited to:

- a. protecting personnel at the work site location,
- b. entering any manhole and vault safely following the required and/or applicable confined space entry policies and regulatory requirements.
- c. Contractor's employees will wear all personal protective equipment as required by Federal, State or local regulatory.

Owner Provided Items:

- a. Owner will provide all required maps within City of Lawrence's current format and provide access to the City's GIS system.
- b. Contractor will be required to sign a non-disclosure prior to release of any documents.
- c. Owner will provide a list of on call staff phone numbers and contact information as needed.

14. Contractor Provided Materials:

- a. Contractor's materials to mark the location of Owner's sub-surface Facilities will include, but are not limited to: paint, marking flags, whiskers, stakes or other suitable means per this exhibit.
- b. Such materials/markings will be placed at reasonable distances (frequency), as further described in below, and will be in accordance with the color code guidelines as set forth.
- c. Contractor will provide and maintain locating equipment and all necessary supplies.
- d. Marking materials used to mark lines on permanent surfaces such as asphalt or concrete driveways, sidewalks, landscaping stones, and other private landscaping, on private property, shall be water soluble and not leave permanent marks.
- e. In areas where there is reduced visibility, or where paint is insufficient or ineffective in marking underground lines, such as long grass, snow, dirt/sand, or wet areas, etc., the Contractor will use stakes, flags or other approved material.

15. Monthly Reporting Requirements:

- a. The Contractor will maintain and provide Owner monthly reports, due by the 10th day of the next month, that contain the reporting requirements listed below. The Contractor reports will be sent electronically to Owner in Excel format that compiles monthly, quarterly, bi-annual and annual figures. Each report will be broken out by the appropriate area/district/zone. In addition to the above requirements, contractor will grant software access rights (view only) to City of Lawrence to review data, and to generate reports as required.
- b. The reports will include the following information by Facility, by Area/District/Zone:

1. Request Number
2. Contractor Name
3. Address
4. Caller
5. Work Type
6. Area / District / Zone
7. Year
8. Total Number of Tickets received and closed from One Call Center.
9. Total monthly Site Visits.
10. Total monthly Field Locates. Includes number of multiple Field visit locates to an individual Ticket.
11. Total monthly Priority / Emergency Locates
12. Total monthly Projects Locates
13. Total Tickets
14. Total monthly hours of approved Emergency Locates
15. Total monthly hours of approved Projects
16. Total monthly hours of approved Surveillance
17. Rolling contractual report

Fee/Rate Schedule

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

City of Lawrence Normal Notice Locate Billing			
	Water	Sanitary	Total
Water and Sanitary	\$11.00	\$9.00	NTE \$20.00
Water Only	\$12.00		\$12.00
Sanitary Only		\$10.00	\$10.00

City of Lawrence Emergency Locate Billing	
Emergency Locates will be billed at an Hourly Rate of \$ 60.00/ Hr. Billed at .25 Hour. <u>Unless the emergency locate request is called in by Lawrence Utilities. Contractor will not charge the City of Lawrence for these requests.</u>	1 Utility 100%
	2 Utilities 50% - 50% Split

City of Lawrence Project Locate Billing	
Project Locates will be billed at an Hourly Rate of \$ 60.00/ Hr. Billed at .25 Hour	1 Utility 100%
	2 Utilities 50% - 50% Split

Samco shall render invoices and statements to City of Lawrence Utilities on a monthly basis. Each Statement shall be paid by City of Lawrence Utilities within thirty (30) days of invoice date.

Effective Date. Notwithstanding anything herein to the contrary, this Agreement/Statement of Work shall not be valid and enforceable unless and until City of Lawrence issues to Contractor a Purchase Order. The Effective Date for this Agreement shall be the date of such Purchase Order issued by City of Lawrence and 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 above written.

UTILITY:

Lawrence Utilities Board

By: [Signature]

Title: President

CONTRACTOR:

SAMCO

By: [Signature] - Steve Anthony

Title: Director

Attest: [Signature]

Exhibit B

PROFESSIONAL SERVICES AGREEMENT / STATEMENT OF WORK

This statement of Work is executed as of the 1st day of January, 2025 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	\$13.50	\$11.50	\$25.00
Water Only	\$14.25		\$14.25
Sanitary Only		\$12.00	\$12.00

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:

By: _____

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dimond Bros. Insurance, LLC 11708 North College Avenue Carmel IN 46032	CONTACT NAME: Nikki Jones PHONE (A/C, No, Ext): (317) 853-3500 E-MAIL: nikki.jones@dimondbros.com ADDRESS: (317) 853-3501
INSURED Sanitary Management and Engineering Company Inc 11905 Lakeside Drive Fishers IN 46038	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company INSURER B: Amerisure Insurance Co. INSURER C: Cincinnati Insurance Co INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 23-24 ALLCOV

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PD Ded: \$5000 per occ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP20908271002	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA20908291002	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU20908321002	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC20908311001	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			EXS0395093	12/31/2023	12/31/2024	Agg 10,000,000 Occ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lawrence is added as Additional Insured on the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Lawrence 9001 E 59th St Ste 305 Lawrence IN 46216	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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