

STATEMENT OF WORK

This Statement of Work is executed as of the 6th day of January 2025 by City of Greenfield ("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:
- Contractor's Scope of Work. The Work to be performed by Contractor under this Statement of Work includes all the following:

1. Purpose

- a. To provide locating and marking of Owner's Underground Facilities as defined herein including but not limited to Water, Sanitary Sewer, Storm Sewer, and Owner's Streetlight Facilities. Overall, the goal is to achieve the efficiencies that are attainable due to Owner's Underground Facilities.

2. Scope of Work:

- a. Pursuant to the terms of this Statement of Work, the Contractor will serve as Owner's designated locating service for providing Locates in the geographic areas described in this Statement of Work (Contract Service Area). The Contractor will utilize its own equipment, tools, vehicles, materials, and personnel. The Contractor will be responsible for receiving all of Owner's notices or locate requests from the Indiana State One-Call Center ("Ticket(s)"). The Contractor will review all Tickets and perform Locates as described herein. The Contractor will close out each Ticket with the State One-Call Center when each Ticket is complete based upon Indiana State One-Call Center procedures. All Locates will be accurate. All Locates will be performed according to the standards as set forth, attached hereto and the Contract. All Locates will be performed in a sound, professional and workmanlike manner. Contractor will promptly remedy any defective Locate caused by Contractor's failure to properly perform and complete Underground Facilities locating services. 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 liabilities for Locates that are incorrectly performed or that Contractor has not performed within the agreed upon specified time deadline and/or parameters set forth herein. Contractor's liability under this Statement of Work shall be limited to the limits of Contractor's liability insurance which shall not be less than \$1,000,000 per occurrence.
- b. Accurate documentation and billings required per locate performed.

- c. The Contractor will participate in the on-line completion through the Indiana State One Call Center.

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 Underground Facilities caused by an Excavator that occurs with respect to Locatable Underground Facilities unless Contractor can demonstrate that the Locate was done with Reasonable Accuracy.
- b. Owner's Underground Facilities means any underground facility owned by the city.
- c. Damage to Underground 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. Interruption of Service means an interruption in the services provided by the owner to its customers arising from a Damage to the Underground Facilities.
- g. Locatable Underground Facilities means the underground facilities that can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of the Underground Facilities, and/or with records of reasonable accuracy, but shall specifically not include Unidentifiable Underground Facilities and Unlocatable Underground Facilities.
- h. Locate means the completed process of having provided Locate Services at an excavation site.
- i. Locate Request means the individual request data provided by Indiana Underground Plant Protection Service.
- j. Locate Service means the process of determining the presence or absence of the Underground Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of the Underground Facilities within Reasonable Accuracy limits as required by federal, state, and local laws and regulations.
- k. 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.
- l. Project Locate means a Locate Request that requires Contractor to spend

more than 1 hour on any one of the respective Underground Facilities being located at the excavation site.

- m. Reasonable Accuracy means the placement of appropriate Markings within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facilities.
- n. Restoration Cost means the actual costs incurred by Owner to repair Damage to the Underground 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 Underground Facilities, Third Party Claims arising from At Fault Damages, overhead, and the cost or fines associated with lost product by Owner.
- o. Services means the services to be provided by Contractor under this Agreement.
- p. Site Surveillance means to watch over and protect the Underground 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.
- q. 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.
- r. Unidentifiable Underground Facilities means the Underground Facilities that are neither apparent on the records provided by Owner nor from a Visual Examination.
- s. Un-locatable Underground Facilities means the Underground 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.
- t. Visual Examination means an attempt to determine the existence of the Underground Facilities at an excavation site by a reasonable visual inspection rather than from Owner's maps and records.

4. Description of Work:

- a. The Contractor will receive daily tickets from the designated State One-Call Center. Upon receipt of these tickets, the Contractor will route it's locate technician to the required sites, to perform the Locate(s). The Contractor will follow the proper procedure as set forth, attached hereto and the Contract. 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. After receiving and locating each Ticket, the Contractor will respond to the State

One-Call System to close out each Ticket when complete. Daily, the Contractor will close out all tickets with the State One-Call System upon completion of the Required Locates.

- b. The following include but are not limited to general bid conditions that apply to bid items and must be considered as part of this RFQ.
- c. The accuracy of locating Underground Facilities must be within guidelines set forth by Owner including guidelines of any applicable governing authority.
- d. All Contractor reporting must correspond to Indiana State One-Call's requirements and monthly reporting requirements as outlined below in monthly reporting requirements.
- e. The Contractor must accept responsibility for any misinterpretation of the Owner's maps or not correctly locating Owner's Underground Facilities.
- f. The 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 functions.
- g. The Contractor shall coordinate Locating Services with other Utilities, Indiana State One-Call Centers, and Excavators as required.
- h. The Contractor will keep appropriate owner representatives informed of any relevant issues, including those outside the documented scope of work.
- i. The Contractor will Redline Owner's maps when any changes are identified to existing Underground Facilities and report the same to appropriate owner representative. All maps and drawings must be kept current.
- j. The Contractor will become familiar with the Owner's Underground Facilities.
- k. The Contractor will prepare and supply applicable documentation as requested by Owner to include but not limited to updated maps, reports, etc.
- l. The Contractor must be familiar with and abide by all the owner standards and requirements and any additional or more stringent standards and or requirements of any applicable governing authorities including City, County, State, and Federal. 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, the Contractor will first identify himself and notify the property owner of his intentions.
- m. The Contractor will adhere to the guidelines of the following Standards Organizations to determine the minimum locating requirements for Owner's Underground Facilities unless otherwise directed by Owner.

5. Schedule of Work:

- a. Locates will be performed on Underground Facilities before the start of the excavation and or the time issued on the State One-Call Center Ticket. The Contractor will perform the Locates within (2 Full Working Days) of receipt of a Ticket. Or, as may be required by the State One-Call Center, whichever is sooner. If required, the Contractor is to contact the Excavator and arrange a site visit and document the time and place of the meeting.
- b. One-Call Center Operator; Contractor will respond in the same manner as set forth above. The Contractor will notify the designated State One-Call Center Operator with all requested information.

6. Responsibility of Work:

- a. The Contractor is responsible to perform the work as follows:
 - i. 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.
 - ii. The Contractor will receive transmittals directly from the One-Call Center for the Contract Service Area.
 - iii. The Contractor will dispatch the Required Locate Tickets to their locate technicians, who will perform the Locate(s), by indicating the presence of those Underground Facilities with appropriate Markings.
 - iv. 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.
 - v. The Contractor's accuracy in locating the Underground 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 Underground Facilities.
 - vi. If Contractor determines that the Underground Facilities are not present at the excavation site, Contractor will either notify Excavator prior to the proposed excavation that the Underground Facilities are not present or mark the excavation site in a manner to indicate that the Underground Facilities are not present at the proposed excavation site.
 - vii. If Contractor determines that there are Un-locatable Underground Facilities at the excavation site, it will notify Owner immediately. After notification, Owner will be responsible for determining what course of action should be followed to assure that the Unlocatable Underground Facilities are not damaged by Excavator.
 - ix. In a timely manner and if the Excavator is present, Contractor will notify the Excavator of the existence or absence of Owner's Underground Facilities at the excavation site and advises the Excavator how the Underground Facilities have been identified and marked.
 - x. The 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.
- xi. 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.
 - xii. Upon obtaining and discovery of new Underground Facilities information, Contractor will immediately update applicable Contractor's maps, documents, writing, records, and As Built drawings ("Contractor Information"). Also, Contractor will immediately perform the same updates to the Owner's Information and provide Owner a copy of the same.
 - xiii. Contractor will maintain all Owner Information as Confidential Information in accordance with the Contract. All Information provided by the Owner will remain the property of the Owner and will be returned immediately to the Owner upon termination of this Contract.
 - xiv. 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 authorized the Owner's representatives
 - xv. The Contractor's accuracy of placing the paint, stake, flag, or other appropriate marking with respect to the Underground Facilities will be measured horizontally from the appropriate markings to a point directly above said Underground Facilities. The appropriate markings will be within two (2) feet of the line.
 - xvi. Owner will be notified by the Contractor of any defects, damages, or missing plant included within the area located.

For all "Normal Notice" Locate Requests, Contractor shall electronically record and report on the actual time the Locate requested occurred and the actual time the Locate was performed. The percentage of Locates performed within statutory limits shall be reported monthly to Owner. In addition, Locates which are completed after the statutory time limit 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.

- i. For all "Emergency" Locate Requests, Contractor shall endeavor to be completed within two (2) hours of the request. If the 2-hour window cannot be met, Contractor will attempt to contact Excavator and inform him/her of the expected arrival time. In addition, Contractor must electronically record and report on the actual time the locate requested occurred and the actual time the locate was performed.
- ii. Upon Owner's request, Contractor shall perform Site Surveillance which will be billed as a Project Locate.
- iii. The 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.

- iv. The Contractor shall report irregularities and abnormal conditions arising while locating and marking the Owner's Underground Facilities and notify Owner at the earliest possible time. Examples of irregularities and abnormal conditions:
 - 1. Damaged Underground Facilities
 - 2. Exposed Underground Facilities

7. Investigations of Damage to Owner's Underground Facilities

- a. Should either party to this Agreement become aware of any Damage to Underground Facilities that occurs after Contractor has been asked to perform a Locate with respect to the Underground Facilities, the party learning of the Damage to the Underground 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 Underground Facilities.
- b. Contractor will investigate incidents of Damage to Underground 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 Underground Facilities constitutes At Fault Damages. In the event Owner disputes Contractor's conclusion, the parties will seek to mutually resolve such dispute. Should the parties not reach a mutually agreeable resolution, the Owner may avail itself of any remedies at law or equity.

8. Emergency Locate Procedure:

- a. In the event of an emergency, the Owner, or the designated State One-Call Center will notify the Contractor. The Contractor's response time will be within two (2) hours of notification. All Emergency Locates will receive top priority over other Required Locates. Contractor will notify Owner if the emergency causes disruption to or inability to perform in a timely manner other Required Locates. The 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.

9. Contractor Expertise:

- a. The Contractor's locate technician will demonstrate the ability to effectively navigate around the relevant geographic location and have a comprehension of the processes and procedures contained herein. 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.

10. **Safety Issues:**

a. The Contractor, and all of Contractor's technicians, employees, or agents, will have the industry recognized required expertise and knowledge to follow all safety practices involved with performing Locates for Owner, including, but not limited to protecting personnel at the work site location, entering any manhole and vault safely following the required and/or applicable entry policies and regulatory requirements. The Contractor's technicians, employees, or agents will wear all personal protective equipment as required by Federal, State, or local regulatory.

11. **Owner Provided Items:**

a. Owner will provide all required maps within Owner's current format. The Contractor will be required to sign a non-disclosure prior to release of any documents. The Owner will provide a list of on-call staff phone numbers and contact information as needed per bid zone.

12. **Contractor Provided Materials:**

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

13. **Monthly Reporting Requirements:**

a. The Contractor will maintain and provide the 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 / zones. In addition to the above requirements, Contractor will grant software access rights (view only) to Owner to review data, and to generate reports as required.

Pricing 2025

City of Greenfield Pricing 2025					
Description	Water	Sanitary	Storm	Electric	Total
Water	\$14.00				\$14.00
Sanitary		\$12.00			\$12.00
Storm			\$11.00		\$11.00
Electric				\$16.00	\$16.00
Water, Sanitary	\$14.00	\$12.00			\$26.00
Water, Sanitary, Storm	\$10.00	\$10.00	\$10.00		\$30.00
Water, Sanitary, Storm, Electric	\$7.50	\$7.50	\$7.50	\$7.50	\$30.00
Sanitary, Storm		\$12.00	\$11.00		\$23.00
Sanitary, Storm, Electric		\$10.00	\$10.00	\$10.00	\$30.00
Storm, Electric			\$11.00	\$16.00	\$27.00
Storm, Water	\$14.00		\$11.00		\$25.00
City of Greenfield - Hourly Rates					
Project Locate - (Locate that takes more than 1 hour to complete) \$60.00 per Hour billed by quarter hour.	Split between facilities marked				
Emergency Locate - \$ 60.00 per hour billed by quarter hour.	Split between facilities marked				

All statements shall be paid by the Owner within thirty (30) days of invoice date. Contractor shall render invoices and statements to Owner monthly.

Effective Date. Notwithstanding anything herein to the contrary, this Statement of Work shall not be valid and enforceable unless and until the Owner issues to the Contractor the Purchase Order. The Effective Date for this Agreement shall be the date of such Purchase Order issued by Owner to Contractor and remain in effect for (1) year or until terminated by either party with 30-days' written notice, with or without cause.

With option for the Owner to extend this agreement for 1 year. With pricing adjustment. To be agreed by both parties IN WITNESS WHEREOF, the Parties hereto have executed this Statement of Work to be effective as of the date first above written.

UTILITY:

By: _____

Title: _____

CONTRACTOR:

SAMCO Utility / Private Locating

By: Steve Anthis

Title: Vice President

