

**Martinsville Board of
Works & Safety
Meeting Agenda
Monday, July 28,
2024
6:30 PM - Council
Chambers**

THE CITY OF
Martinsville
INDIANA



Call to Order

Roll Call

Consideration of the Minutes

Documents:

[JULY 14, 2025, BOARD OF WORKS AND SAFETY MEETING MINUTES.PDF](#)

New Business

- A. A. Consideration of the Recommendation for the Awarding of the Bid for Sidewalks and Curbs

Documents:

[17 - MASTER AGREEMENT FORM.PDF](#)

- B. Consideration of Agreement for Services - HWC

Documents:

[AGREEMENT FOR SERVICES - HWC.PDF](#)

- C. Consideration of Marking Certain Intersections as No Parking/Yellow Striped

Documents:

[INTERSECTION TO BE MARKED NO PARKING-YELLOW STRIPED.PDF](#)

- D. Consideration of Agreement for Services - 120 Water

Documents:

[120WATER CONTRACT RENEWAL.PDF](#)

- E. Consideration of Sending Tort Claim to Insurance Carrier

Documents:

[TORT CLAIM - WILLIAM KORESSELL.PDF](#)

F. Consideration of Agreement for Services - V3 Companies

Documents:

AGREEMENT FOR SERVICES - PARK ON SOUTHVIEW SURVEY
UPDATE.PDF

G. Consideration of Agreement for Purchase - Calgon

Documents:

CALGON REVISED QUOTE 2025 - MARTINSVILLE IN F300 PROPOSAL
2.PDF

Sewer Adjustment Applications

Documents:

SEWER ADJUSTMENT APPLICATIONS FOR JULY 28, 2025.PDF

Next Regular Meeting

The next regular meeting of the Board of Works and Safety will be on Monday, August 11, 2025, at 6:30 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St, Martinsville, IN.

Adjournment

Any individual who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a public meeting, program, service, or activity of the City of Martinsville, IN contact Ben Merida, ADA Coordinator, 56 North Main Street, Martinsville, IN 46151, 765-342-6012, as soon as possible, but no later than 48 hours before the scheduled event.

**MARTINSVILLE BOARD OF WORKS & SAFETY
MARTINSVILLE INDIANA
MORGAN COUNTY, INDIANA
MONDAY JULY 14, 2025**

CALL TO ORDER

Mayor Costin called the meeting to order.

ROLL CALL

Kenny Costin, Mayor - Present
Kelly Bray, Board Member - Present
John Lillywhite, Board Member - Present
Ben Merida, Clerk Treasurer - Present
Dale Coffey, Attorney - Present

MINUTES

Mayor Costin presented the Minutes from the Board of Works meeting of Monday, June 23, 2025. A motion to approve the minutes as presented was made by Kelly Bray. The motion was seconded by Mayor Costin. The motion passed 2-0. John Lillywhite abstained.

NEW BUSINESS

Opening of Bids for Sidewalks and Curbs - City Superintendent Mac Dunn opened the bids in the presence of the Board for their consideration. There were two bids submitted. One from Wallace construction for the amount of \$1,379,791.19 and one from Peterson Company for the amount of \$1,612,927.00. The bids were taken under advisement.

Consideration of Lease Quote – Andy Moore Ford - Police Chief Rick Lang presented the quote to the board for their consideration. The lease agreement is a short term agreement that will be paid for from the police vehicle purchase line item. The quote is for six vehicles for a total of \$398,089.40. A motion to approve the lease as presented was made by John Lillywhite. The motion was seconded by Kelly Bray. The motion passed 3-0.

Consideration of Agreement for Limited Professional Engineering Services – Banning Engineering - Director of Planning & Engineering Gary Oakes presented the agreement to the board for their consideration. The agreement is for Banning Engineering to update the Levee map. A motion to approve the agreement as presented was made by John Lillywhite. The motion was seconded by Kelly Bray. The motion passed 3-0.

Consideration of Quote – Leaf Collector - City Superintendent Mac Dunn presented the quote to the board for their consideration. The quote is to purchase a leaf collector from Brown Equipment Company for the amount of \$143,981.40. The money would be paid for from the Storm-water Fund. A motion to approve the purchase was made by John Lillywhite. The motion was seconded by Kelly Bray. The motion passed 3-0.

**MARTINSVILLE BOARD OF WORKS & SAFETY
MARTINSVILLE INDIANA
MORGAN COUNTY, INDIANA
MONDAY JULY 14, 2025**

Consideration of Quote – Ventrac Tractor - City Superintendent Mac Dunn presented the quote to the board for their consideration. The quote is to purchase a Ventrac Tractor from RPM Machinery for the amount of \$46,168.80. The money would be paid for from the Stormwater Fund. A motion to approve the purchase was made by Kelly Bray. The motion was seconded by John Lillywhite. The motion passed 3-0.

SEWER ADJUSTMENT APPLICATIONS

- 810 Prospect Street - \$218.44
- 939 East Jackson Street - \$127.23
- 510 North Main Street - \$226.32
- 789 North Mulberry Street - \$69.82
- 390 West Douglas Street - \$179.03
- 47 Meridieth Place - \$190.30
- 1190 South Main Street - \$51.80
- 1630 Plantation Drive - \$115.98
- 365 Byram Boulevard - \$41.66
- 950 Cloverleaf Court - \$1,744.17

A motion to approve the adjustments as submitted made by John Lillywhite. The motion was seconded by Kelly Bray. The motion passed 3-0.

ADJOURNMENT

There being no further business, Mayor Costin declared the meeting adjourned.

Name		Signature
Kelly Bray, Member	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
John Lillywhite, Member	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Kenny Costin, Mayor	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

**MARTINSVILLE BOARD OF WORKS & SAFETY
MARTINSVILLE INDIANA
MORGAN COUNTY, INDIANA
MONDAY JULY 14, 2025**

ATTEST		
Name	Signature	Date
Benjamin K. Merida, Clerk-Treasurer		

AGREEMENT FORM

This Agreement, made and entered into this ____ day of _____, 2025, by and between City of Martinsville, Indiana hereinafter called the “Owner”, and _____ hereinafter called the “Contractor”;

WITNESSETH:

The Contractor, in consideration of the sum of _____ to be paid to him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, transportation, and all appliances, machinery, and appurtenances to the extent of the Bid made by the contractor, dated the ____ day of _____ 2025, all in full compliance with the Contract Documents referred to herein.

The Documents contained in the Phase IV 2025 Sidewalk & Curb Project are hereby referred to and by reference made a part of this Agreement as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the unit price amount bid and to make payments in the manner and times provided in the Contract Documents.

The Contractor agrees to complete the work by the completion date and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Agreement during the one (1) year warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner and the Engineer harmless from any costs encountered in remedying such defects.

It is agreed the final completion shall be established as **November 7, 2025.**

For each calendar day that work shall remain incomplete after the specified Completion Dates, a sum of \$100.00 per each day of overrun will be deducted, as liquidated damages, from any money due to the Contractor.

IN WITNESS THEREOF, we, the parties hereto, each herewith subscribe to the same this
____ day of _____, 2025.

City of Martinsville, IN

By: _____

Title: _____

Contractor

By: _____

Title: _____

HWC ENGINEERING
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663

AGREEMENT TO PROVIDE SERVICES

This **AGREEMENT TO PROVIDE SERVICES** (“Agreement”) is recognized as being established the _____ day of _____, 2025 (the “Effective Date”), by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as “**HWC**”) and the City of Martinsville, Indiana (hereinafter referred to as “**CLIENT**”), concerning the following:

The Project name, location and address:

Ultraviolet (UV) Disinfection System Replacement
Martinsville Wastewater Treatment Facility (WWTIF)
Martinsville, Indiana

The CLIENT’s name and address:

City of Martinsville
59 S. Jefferson St.
Martinsville, IN 46151

The Project’s designated CLIENT representative and his/her contact information (including title, address, phone number, fax number and email address):

Gary Oakes
Director of Planning & Engineering
City of Martinsville
59 S. Jefferson St.
Martinsville, IN 46151
765-342-2861

The Project’s designated HWC representative and his/her contact information (including title, address, phone number, fax number and email address):

Dick Weigel, PE, BCEE
Senior Project Manager
HWC Engineering, Inc.
135 N. Pennsylvania Street, Suite 2800
Indianapolis, Indiana 46204
D: 317-981-1245
dweigel@hwcengineering.com

The applicable HWC Project number: 2502-045-A

*City of Martinsville, Indiana
UV Disinfection System Replacement
Martinsville Wastewater Treatment Facility*

WITNESSETH

WHEREAS, the **CLIENT** desires to contract for certain professional services in connection with the following project (hereinafter the "Project"):

UV Disinfection System Replacement – Martinsville Wastewater Treatment Facility

WHEREAS, **HWC** has expressed a willingness to provide the professional services for the Project; and

WHEREAS, the parties hereto agree that **HWC** shall provide the services and documents hereinbefore and hereinafter described in relation to the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I: SERVICES BY HWC

The services to be performed by **HWC** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof (hereinafter the "Services").

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and services to be furnished by the **CLIENT** are set out in Appendix "B", attached to this Agreement and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

HWC shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **CLIENT**, and shall deliver the work to the **CLIENT** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. **HWC** shall not begin work prior to the date provided in the written notice to proceed.

HWC acknowledges the importance to the **CLIENT** of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule attached. The **CLIENT** understands, however, that **HWC's** performance must be governed by sound professional practices.

If in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of **HWC**, for reasons including, but not limited to, delay of state or municipal agencies in approvals or other governmental decisions, or delay in site or land acquisition, the rates and amounts of compensation provided herein shall be subject to equitable adjustment.

SECTION IV: COMPENSATION

HWC shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

*City of Martinsville, Indiana
UV Disinfection System Replacement
Martinsville Wastewater Treatment Facility*

SECTION V: GENERAL PROVISIONS

1. Consultants and Subcontracting

HWC shall, in its sole discretion and without approval of the CLIENT, have the right to employ such subconsultants and consultants (collectively hereinafter "Subconsultants") as HWC deems necessary to assist in the performance of furnishing of the Services. HWC Shall not be required to employ any Subconsultants unacceptable to HWC.

2. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents (hereinafter "Documents") prepared by HWC as instruments of service shall ~~be the property of CLIENT remain the property of HWC. The CLIENT shall be entitled to copies or reproducible sets of any of the Documents for information and reference in connection with use on the Project by CLIENT.~~

HWC will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the CLIENT at all reasonable times for inspection or copying.

HWC agrees that the CLIENT is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by HWC and HWC waives all right of redress against the CLIENT if the CLIENT does not utilize same. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or any other project. Any such reuse or modification without written verification or adaptation by HWC, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk and without liability or legal exposure to HWC. CLIENT shall indemnify and hold harmless HWC from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting there from.

~~CLIENT hereby acknowledges that due to the status of the Documents as instruments of professional service and the value associated therewith such designation, that HWC is entitled to enforce the prohibition against misuse of the Documents by CLIENT by obtaining an injunction to enjoin and restrain the unauthorized use of the Documents. Additionally, the improper utilization of the Documents hereunder shall be considered to be a breach of this Agreement and entitle HWC to all rights and remedies provided herein.~~

3. Compliance with State and Other Laws

HWC specifically agrees that in performance of the services herein enumerated by HWC or by Subconsultants or anyone acting on behalf of either, that each will comply with all state, federal, and local statutes, ordinances and regulations in effect as of the effective date of this Agreement (the "Laws and Regulations"). Changes to these laws and regulations after the effective date of this Agreement may be the basis for modifications to CLIENT's responsibilities as provided in Appendix B or to HWC's Services (as provided in Appendix A), times of performance (as provided in Appendix C), or compensation (as provided in Appendix D).

*City of Martinsville, Indiana
UV Disinfection System Replacement
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4. Professional Responsibility

HWC will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. Failure by the **CLIENT** to report any defect or suspected defect to **HWC** within one (1) year from the completion of **HWC's** services for the Project shall relieve **HWC** of the obligation to cure the defect or suspected defect or any costs associated with the efforts to cure the defect or suspected defect.

Neither the professional activities of **HWC**, nor the presence of **HWC** or its employees and sub-consultants at a construction/project site, shall relieve the construction professional or company contracted (hereinafter "**CONTRACTOR**") with the **CLIENT** to provide construction services of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. **HWC** and its personnel have no authority to exercise any control over the **CONTRACTOR** or its employees in connection with their work or any health and safety programs or procedures. The **CLIENT** agrees that the **CONTRACTOR** shall be solely responsible for job site safety and warrants that this intent shall be carried out in the **CLIENT's** contract with the **CONTRACTOR**. The **CLIENT** also agrees that the **CLIENT**, **HWC** and **HWC's** sub-consultants shall be indemnified by the **CONTRACTOR** and shall be made additional insureds under the **CONTRACTOR's** policies of general liability insurance.

HWC shall not be required to sign any documents, no matter by whom requested, that would result in **HWC** having to certify, guarantee or warrant the existence of conditions whose existence **HWC** cannot ascertain. The **CLIENT** also agrees not to make resolution of any dispute with **HWC** or payment of any amount due to **HWC** in any way contingent upon **HWC's** signing any such certification.

HWC shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **CLIENT** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained separately by **CLIENT**. **HWC** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by **HWC**) in the designs, drawings, specifications and other services furnished by the **CLIENT**, or other consultants retained by the **CLIENT**. Additionally, **HWC** shall not be responsible for the use of the Documents by **CLIENT**, or consultants retained by the **CLIENT**, for any purposes other than in conjunction with the Project.

HWC's opinions of probable construction costs provided under this Agreement are to be made on the basis of **HWC's** experience and qualifications and represent **HWC's** best judgment as an experienced and qualified professional within the industry. However, since **HWC** has no control over the cost of labor (including but not limited to wage scales for public works projects), materials (or changes in materials requested by **CLIENT**), equipment or services furnished by others, changes in applicable laws (including, but not limited to, building codes, flood plain designation, etc.) or over the **CONTRACTOR's** methods of determining prices or over competitive bidding or market conditions, **HWC** cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction costs prepared by **HWC**.

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Martinsville Wastewater Treatment Facility*

5. Status of Claims

HWC shall be responsible for keeping the **CLIENT** currently advised as to the status of any known claims made for damages against **HWC** resulting from services performed under this Agreement. **HWC** shall send notice of claims related to work under this Agreement to the **CLIENT**.

6. Insurance

HWC shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- General Liability (including automobile) with a combined single limit of \$1,000,000.00. The **CLIENT** shall be named as an Additional Insured. **HWC's** insurance shall be written on a "primary" basis and the **CLIENT's** insurance program shall be in excess of all of **HWC's** available coverage.
- Worker's Compensation at single limit of \$1,000,000.00. Worker's Compensation shall include a Waiver of Subrogation endorsement in favor of **CLIENT**.
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.00
- **HWC** shall provide to **CLIENT** Certificates of Insurance indicating the aforesaid coverage upon request of the **CLIENT**.
- **HWC** shall name **CLIENT** as additional insured on General Liability and Auto Liability policy.

HWC will require its Subconsultants to maintain Commercial General Liability, Auto Liability, Workers Compensation and Professional Liability coverages equal to or greater than maintained by **HWC**. Subconsultants shall also name **HWC** and **CLIENT** as additional insureds on General Liability and Auto Liability policy.

CLIENT shall procure and maintain insurance as follows:

- Commercial General Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00

CLIENT and **HWC** shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of **HWC's** services and at renewals thereafter during the life of the Agreement.

7. Changes in Work

In the event that either the **CLIENT** or **HWC** determine that a material change in scope, character or complexity of the work is needed after the work has progressed as directed by the **CLIENT**, both parties in the exercise of their reasonable and professional judgment shall negotiate the changes and **HWC** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and **HWC** is authorized in writing by the **CLIENT** to proceed.

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8. Delays and Extensions

HWC agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be reasonably determined by the **CLIENT**, subject to **HWC's** approval. However, it being understood, that the permitting of **HWC** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **CLIENT** of any of its rights herein.

9. Abandonment

Services may be terminated by the **CLIENT** and **HWC** by thirty (30) days' notice ~~in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party so long as such nonperformance has not been caused by delays outside of the control of **HWC**.~~ If so abandoned terminated, **HWC** shall deliver to the **CLIENT** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by **HWC** to make such delivery upon demand, then and in that event **HWC** shall pay to the **CLIENT** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by **HWC** to the date of the abandonment for all services to be paid for on a lump sum basis. **HWC** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to **HWC** shall be paid as the final payment in **CLIENT's** full settlement and release for the services hereunder unless otherwise provided hereunder.

10. Non-Discrimination

Pursuant to Indiana and federal law, **HWC** and **HWC's** Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

11. Employment Eligibility Verification

HWC affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

HWC shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. **HWC** is not required to participate should the E-Verify program cease to exist.

HWC shall require its Subconsultants, who perform work under this Contract, to certify to **HWC** that the Subconsultant does not knowingly employ or contract with an unauthorized alien and that the Subconsultant has enrolled and is participating in the E-Verify program. **HWC** agrees

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to maintain this certification throughout the duration of the term of a contract with a Subconsultant.

The **CLIENT** may terminate for default if **HWC** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **CLIENT**.

12. Successor and Assigns

The **CLIENT** and **HWC** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **CLIENT** and **HWC** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

13. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

14. Governing Laws

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect. Any and all actions to be litigated under this matter shall be initiated in ~~Marion~~ **Morgan** County, Indiana.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

15. No Partnership

This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Neither party shall represent itself as an employee or subcontractor of the other, nor is this Agreement or any related documents intended to be construed so as to make either party an employee or subcontractor of the other. Except as otherwise provided in this Agreement, neither party shall have the ability to bind the other to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. All expenses incurred by the parties hereto are their respective sole responsibility, unless otherwise provided for in this Agreement.

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16. Rights and Benefits

HWC's services will be performed solely for the benefit of the **CLIENT** and not for the benefit of any other persons or entities.

17. Disputes

All claims or disputes of **HWC** and the **CLIENT** arising out of or relating to the Agreement, or the breach thereof after notice and a reasonable opportunity to cure, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located in ~~Marion~~ **Morgan** County, Indiana.

18. Indemnities

HWC and the **CLIENT** each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless **HWC**, **HWC's** Subconsultants and the officers, directors, partners, employees of **HWC**, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous, toxic or dangerous environmental condition, on or about the Project site (the "Site"), ~~whether known or unknown~~ to **CLIENT**, provided that nothing in this Article shall obligate **CLIENT** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

The **CLIENT** agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to **HWC's** officers and employees, their heirs and assigns, and **HWC's** Subconsultant's their heirs and assigns.

19. Engaging in activities with Iran

By signing this Agreement, **HWC** certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5-13.

20. Complete Agreement

This Agreement, and all other referenced exhibits which form a part of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement

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UV Disinfection System Replacement
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21. Notice

Any notice contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may have last specified by written notice to the other.

IN WITNESS WHEREOF, the **CLIENT** and **HWC** have signed this Agreement in duplicate. One counterpart each has been delivered to the **CLIENT** and **HWC**.

This Agreement will be effective on _____, 2025.

"CLIENT"

"HWC"

City of Martinsville, Indiana

HWC Engineering, Inc.

By: _____

By: 

Printed: _____

Printed: Josh Peters

Title: _____

Title: President

Date: _____

Date: July 7, 2025

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UV Disinfection System Replacement
Martinsville Wastewater Treatment Facility*

APPENDIX "A"

SCOPE OF SERVICES

Ultraviolet (UV) Disinfection System Replacement Martinsville Wastewater Treatment Facility (WWTF) Martinsville, Indiana

July 2025

Project Background

The City of Martinsville (**CLIENT**), Indiana operates a Class III wastewater treatment facility (WWTF) with capacities of 2.2 million gallons per day (MGD) Average Daily Flow (ADF) / 6.25 MGD Peak Daily Flow (PDF). The treatment train consists of influent screening, grit removal, activated sludge aeration tanks, secondary clarifiers, phosphorus removal, ultraviolet (UV) light disinfection and post-aeration. The solids handling consists of sludge pumps, 4 aerobic digesters, and a belt filter press for sludge dewatering.

The existing Aquionics UV disinfection system, which was installed in 2006, is reaching the end of its useful life and needs to be replaced, including the 3 UV disinfection units and the 3 associated control panels. In addition, the buried 30" UV bypass valve is stuck in the closed position and needs to be replaced or released before the UV disinfection units are replaced in order for the plant effluent to bypass around the UV disinfection units. Also, the actuators and valves on the 14-inch pipe upstream and downstream of UV disinfection unit #3 do not function and need to be replaced (however, the valves can be opened/closed manually to stop flow to UV disinfection unit #3). This construction needs to be accomplished between November 1st and March 31st (non-disinfection season).

Scope of Services

In order to implement the proposed project required by the City, the detailed Scope of Services to be furnished by **HWC** is described in the following tasks.

Task 1 - Design

The design services include the following tasks.

1. Schedule and conduct an onsite Design Kickoff Meeting with **HWC** staff and designated **CLIENT** representatives.
2. Review alternative equipment suppliers and options with **CLIENT** to evaluate and select UV disinfection equipment, and actuator for isolation valve upstream from UV disinfection unit #3.
3. Confirm that proposed UV disinfection equipment and associated control panels will fit in the existing UV disinfection structure and building and make necessary improvements to the structure and building as needed to accommodate the proposed UV disinfection equipment and associated control panels.
4. Assess replacing versus releasing the seized 30" UV bypass valve and coordinate with **CLIENT** regarding the preferred approach to providing a functional 30" UV bypass valve.

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Appendix "A"*

5. Prepare preliminary design plans and opinion of construction cost of all improvements for review by **CLIENT**.
6. Conduct progress meetings with the **CLIENT** to monitor the progress of the design task. Up to two (2) meetings are assumed.
7. Prepare final construction drawings based on approval of preliminary design including UV disinfection unit and control panel replacement, UV disinfection unit #3 upstream and downstream isolation valve replacements, 30" UV bypass valve replacement or release, and all necessary appurtenances. Review and incorporate **CLIENT** comments from preliminary design, in addition to conducting an internal Quality Assurance/Quality Control (QA/QC) review.
8. Work with **CLIENT**'s staff and electrical subconsultant to identify the required electrical improvements and operational control preferences for inclusion in the project design.
9. Prepare applications for all non-local necessary permits for construction of the improvements although replacing the UV units in kind with no capacity upgrades an IDEM construction permit is not included.
10. Coordinate design activities and approval of all work with IDEM with regards to permitting.
11. Prepare final opinion of construction cost for all improvements based on the final design of the project for review by **CLIENT**.
12. Coordinate project costs, funding and schedule with City and Financial Advisor as required.
13. Complete technical specifications, bidding documents and contract documents.

Task 2 – Bidding

HWC will assist the **CLIENT** in the bidding process, including bid solicitation, bidder questions, addenda, and processing of required contractual documents. The scope and fee assumes one bidding phase for the project. If no bids are received, or the **CLIENT** desires to re-bid the project, a supplement will be required for this extra work.

1. Administer bid advertisement and publication.
2. Address bidder questions and requests for clarification during bid process.
3. Conduct pre-bid meeting and prepare meeting minutes. Prepare responses to pre-bid meeting questions and all questions received prior to bid opening.
4. Prepare addenda to plans and specifications incorporating contractor's comments and questions.
5. Review all bids and provide bid tabulation and written recommendation regarding award of contract.
6. Prepare a conformed set of plans and specifications.

*Note: It should be noted that if the **CLIENT** elects to select a contractor for the project via the Build – Operate – Transfer (BOT) method of procurement, formal public bidding will not be required. However, the scope items will change to BOT Procurement Assistance, answering questions during the BOT scoping, and attending a scoping meeting with the same fee associated with Task 2 (See Appendix D).*

Task 3 - Construction Engineering

HWC will provide technical support and administration of the construction of the project as required to ensure the project meets the requirements of the **CLIENT** and permitting agencies. The scope of services included in this task to be performed by **HWC** as directed by the **CLIENT** includes the following:

City of Martinsville
UV Disinfection System Replacement
Martinsville Wastewater Treatment Facility
Appendix "A"

1. Provide one Project Manager and support as necessary for a period of time to complete the project in accordance with the construction schedules included in the project documents.
2. Facilitate a pre-construction conference.
3. Review and approve shop drawings and submittals.
4. Review requests for change orders and prepare project change orders based on review and approval of Contractor's requests for modifications.
5. Review and respond to requests for information or modifications from the contractor.
6. Review and make recommendation on contractor's applications for payment. Project representative shall document pay quantities and estimates related to the construction of the project.
7. Attend construction progress meetings (4 assumed) and other miscellaneous meetings with the **CLIENT** or at the job site during the construction phase.
8. Prepare a certificate of substantial completion.
9. Attend one final inspection upon request by the contractor.
10. Prepare as-built record drawings in a digital format based on the contractor's mark-ups and submit to **CLIENT** following completion of all construction.

Task 5 - Construction Observation Services

HWC will provide construction observation to monitor the contractor's workmanship and general compliance with the project plans and specifications as described by the following scope of services.

1. Provide a Resident Project Representative (RPR) and additional staff as needed during the construction of the project. The inspection time is assumed to be 3 months although actual on-site work may be intermittent and not continuous.
2. Provide one Project Manager and support as necessary by additional engineering, clerical and inspection staff for a period of time to complete the project in accordance with the construction schedules included in the bidding documents.
3. Review the construction schedule prepared by the contractor for compliance with the contract.
4. Attend and administer a pre-construction conference, arrange a schedule of progress meetings, and other job conferences as required for the timely and acceptable completion of the project. Submit schedules of all meetings and complete records and minutes of all meetings.
5. Serve as the Owner's liaison with the contractor, working principally the contractor's field superintendent or other person as designated by the contractor.
6. Coordinate public relations with the neighboring owners including assisting in resolution of issues by coordinating with the contractor.
7. Report any deviation in the work to the Owner as applicable.
8. Assist the owner in obtaining from the contractor additional details or information as required at the job site for proper execution of the project.
9. Review approved shop drawings or submittals, record receipt of all data received and maintain a file of all drawings and submission. Confirm conformance of all construction with shop drawings/submittals and with the contract documents.
10. Alert the contractor's representatives of observance of materials or equipment which may be used or installed prior to approval of shop drawings or submittals where required. Advise the Owner if it is necessary to disapprove work as failing to conform to the contract documents.

*City of Martinsville
UV Disinfection System Replacement
Martinsville Wastewater Treatment Facility
Appendix "A"*

11. Conduct on-site inspections for the Owner of the work in progress as a basis for determining that the project is proceeding in accordance with the contract documents.
12. Verify that all required testing is completed and in compliance with contract documents and state/local permit requirements.
13. Consider and evaluate the Contractor's requests for modifications in plans or specifications and report as necessary to the Owner.
14. Prepare and maintain at the job site, orderly files of all correspondence, reports/minutes of meetings, shop drawings and other submissions, copies of contract documents (including all addenda, change orders, etc.), progress reports and other project related documents.
15. Maintain a diary or log book, recording hours on the jobsite, weather conditions, list of visiting officials, decisions, general observations and problems.
16. Maintain and update a set of record drawings and submit to the Owner upon completion of the project. No field verification of record drawing information by **HWC** is included.
17. Furnish progress reports to the Owner at weekly and monthly intervals
18. Coordinate progress estimates with the contractor and review pay request and recommend approval to the Owner. Project representative shall document pay quantities and estimates related to the construction of the project.

Notations, Exceptions and Assumptions

This scope of services is based on several critical assumptions, including:

1. Survey services are not included.
2. Construction testing shall be provided by the contractor.
3. No land/easement acquisition is required.
4. Subsurface environmental investigations are not included.
5. Historical, archeological, or botanical investigations are not included.
6. Legal services and/or representation at legal proceedings are not included.
7. Preparation for and/or Appearance in Litigation on Behalf of the **CLIENT** is not included. **HWC** is available to assist with this type of service through a separate agreement with the **CLIENT**.
8. Additional and Extended Services during construction are not included as made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

APPENDIX “B”

INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

If requested by **HWC**, the **CLIENT** shall, within a reasonable time, so as not to delay the services of **HWC**:

1. Provide full information as to **HWC's** requirements for the Project.
2. Assist **HWC** by placing at **HWC's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **HWC**, obtain advice of an attorney, insurance counselor, and other Engineers as **CLIENT** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time or as provided in an agreed schedule so as not to delay the services of **HWC**.
4. Give prompt written notice to **HWC** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. **HWC** will assist the **CLIENT** in identifying and procuring any additional permits associated with this Project or as identified in this Agreement or “Services by the HWC/the Engineer”.
6. Arrange for access to and make all provisions for **HWC** to enter upon public and private property as required for **HWC** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to **HWC**, as requested by **HWC** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX “C”

SCHEDULE

Ultraviolet (UV) Disinfection System Replacement
Martinsville Wastewater Treatment Facility (WWTF)
Martinsville, Indiana

July 2025

HWC acknowledges the importance to the **CLIENT** of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with the schedule below:

Activity	Schedule Following Notice to Proceed
Design	60 Days
Bidding	30 days after bid authorization
Construction Engineering & Observation	10 months

APPENDIX “D”

Compensation

**Ultraviolet (UV) Disinfection System Replacement
Martinsville Wastewater Treatment Facility (WWTF)
Martinsville, Indiana**

July 2025

Following is a schedule of the activities to be completed under this contract, the compensation amount for each activity, and the form of the compensation for the activity.

Activity	Fee	Compensation Type
Design, & Permitting Phase -	\$65,000	Lump Sum
Bidding Phase	\$10,000	Lump Sum
Construction Engineering	\$20,000	Lump Sum
Construction Observation	\$69,500	Hourly + Direct Expenses NTE
Total	\$164,500	

Lump Sum Compensation: Lump Sum payment shall include all labor and expenses (for the Services defined in Appendix “A”) incurred by **HWC** and shall not exceed the fixed payment amount without prior authorization of the **CLIENT**. **HWC** shall submit monthly invoices to the **CLIENT** for the estimated portion of the total services actually completed at the time of the billing. The value of the lump sum services work completed is determined by multiplying the percentage of work completed by the total fee established.

If additional engineering or other services not listed within “Appendix “A” of this Agreement are requested in writing by the **CLIENT**, **HWC** shall receive payment for such extra work, either by a lump sum fee determined and agreed to by the **CLIENT** and **HWC** prior to the commencement of such work and in writing, or on an hourly basis plus reasonable expenses as specified on the “Hourly Rates and Reimbursable Expenses Schedule” included herein.

The “Hourly Rates and Reimbursable Expenses Schedule” identified in this Agreement is subject to change each December 31st without notification or modification to this Agreement.

*City Of Martinsville
UV Disinfection System Replacement
Martinsville Wastewater Treatment Facility
Appendix “D”*

HWC Engineering, Inc.
2025 Hourly Billing Rates

Position	Hourly Rate (\$)
Principal	250.00
Sr. Team Lead	230.00
Sr. Project Manager	210.00
Project Manager	180.00
Sr. Project Engineer	175.00
Project Engineer I	145.00
Project Engineer II	125.00
Sr. Designer/Technician	135.00
Designer/Technician	110.00
Project Coordinator	100.00
Landscape Architect I	135.00
Landscape Architect II	110.00
Planner I	135.00
Planner II	110.00
Sr. Planner	165.00
Project Surveyor I	140.00
Project Surveyor II	125.00
Survey Crew Lead I	130.00
Survey Crew Lead II	110.00
Survey Member I	90.00
Survey Member II	80.00
Clerical Support	80.00
Inspection Manager	185.00
Sr. Inspector	140.00
Construction Inspector I	120.00
Construction Inspector II	110.00
Intern	70.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.40 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet.
- USBs at \$25.00 each.
- Actual cost photographs and postage and other expenses.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

City Of Martinsville
UV Disinfection System Replacement
Martinsville Wastewater Treatment Facility
Appendix "D"



7/8/25



120Water

EBR - Renewal - Martinsville Water Utility - IN

Customer - City of Martinsville Water Utility - IN

P.O. Box 1415
MARTINSVILLE, IN 46151
United States

Reference: 20250702-114043377

Quote created: July 2, 2025

Quote expires: August 31, 2025

Quote created by: Will Bischoff

will.bischoff@120water.com

Jake Millis

jmillis@martinsville.in.gov
765-342-2449

Comments from Will Bischoff

The renewal of your subscription has a contract start date of 7/28/25 and will run through 7/27/26. Fees will be invoiced annually upon signature of this order form and will be due Net 30 from the invoice date.

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
PWS Platform Full PWS application with Inventory, Program and Event Management, Workflows, Communications, and PTD	\$15,744.00 / year	1	12
LCRI Pro Managed Services Package Coaching and guidance across the LCRI compliance journey, including quarterly readiness planning with Account Manager, inventory building activities, and communications support. NOTE: Inventory Material Classifications are the responsibility of the water system, but we will work together to identify best practices for identifying those materials.	\$5,000.00 / year	1	12

Annual subtotal	\$20,744.00
-----------------	-------------

Total	\$20,744.00
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Total contract value	\$20,744.00
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Purchase terms

Invoice Terms:

Billing Street Address:

Billing City:

Billing State:

Billing Zip Code:

Billing Country:

Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Will Bischoff

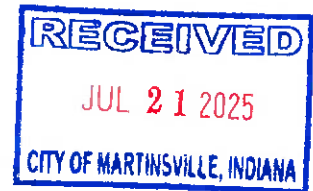
will.bischoff@120water.com

120Water

250 S Elm St

Zionsville, IN 46077

US



Indiana Department of Transportation
100 N Senate Ave Room N749
Indianapolis, IN 46204

City of Martinsville
59 S. Jefferson St
Martinsville, IN 46151

Indiana Political Subdivision
Risk Management Commission
311 W. Washington Street, Suite 103
Indianapolis, IN 46204

City of Martinsville- Public Works Department
59 S Jefferson Street
City Hall
Martinsville, IN 46151

VIA CERTIFIED MAIL

Re: Tort Claim Notice
William Koressel
Date of Injury: February 16, 2025

Dear Sir or Madam,

Please let this letter serve as formal notice, pursuant to the Indiana Tort Claims Act, I.C. 34-13-3-6, 34-13-3-8, and 34-13-3-9, that William Koressel was injured and intends to take legal action to recover compensation from the Indiana Department of Transportation, City of Martinsville, and City of Martinsville- Public Works Department for damages suffered by him based upon the following facts, circumstances, and occurrences:

- 1) On February 16, 2025, William Koressel was injured at a motor vehicle accident.
- 2) The incident happened when William Koressel was driving on I-69 at mile marker 139.5 and he encountered an accumulation of snow on the road created by a snowplow belonging to the Indiana Department of Transportation. This led him to hit the snow accumulation and lose control of his vehicle and collide with Wenona Bechtel's vehicle.

- 3) As a result of this incident, William Koressel suffered personal injuries including pain and suffering of head, neck, left shoulder, internal bruising and bleeding, and brain ischemia
- 4) William Koressel has thereby incurred medical expenses as a result of this incident. He has also experienced physical pain and mental suffering and will continue to experience physical pain and mental suffering in the future.
- 5) The damages claimed are the direct and proximate result of negligence of a snowplow worker belonging to the Indiana Department of Transportation for amongst other things, for failing his duty to maintain a proper lookout, creating hazardous conditions such as snow accumulation.
- 6) William Koressel is seeking compensation for his medical bills, which total is unknown at this time, and reasonable compensation for her pain and suffering, and personal injuries.
- 7) Currently, individuals William Koressel and his representatives are aware of who have personal knowledge as to the incidents in this matter include the following:
 - a. William Koressel
 - b. Wenona Bechtel
 - c. Joan Mosely
 - d. Employee of the Indiana Department of Transportation.
 - e. Employees of the Martinsville Police Department, including the officers that came to the scene and the officer who made the report.
 - f. Employees of all current and future health care providers who have or will treat William Koressel for the injuries she sustained in this case including but not limited to treatment providers at the Martinsville EMT, IU Health Methodist Hospital, Westview Nursing and Rehabilitation Center, and Commonwealth Pain and Spine Evansville East.

8) William Koressel resided at 314 South West Street Mishawaka Indiana 46544.

Sincerely,

Joseph I. Miyake



July 22, 2025

Mack Porter
City of Martinsville
59 South Jefferson Street
Martinsville, IN 46151

**RE: Proposal for Professional Surveying Services | Retracement & Topographic Survey Update |
Park on Southview, Martinsville, IN | V3 Project #230748**

Dear Mr. Porter:

This letter shall serve as a proposal to update the Retracement & Topographic Survey for the project noted above as requested.

The scope of Professional Surveying Services and associated fee for said services represented in this letter of proposal are as follows:

The survey will be updated to reflect the ownership changes that have occurred since the date of the initial survey, which is dated February 29, 2024. The deeds for the Redevelopment Commission and/or the City's ownership will be obtained and added to the survey. The perimeter dimensions of the blocks within the subdivision will be updated to now include these 3 parcels, being Lots 21 and 31 and the Access Way as depicted on the plat. The parcel south and east of the subdivision lines and the Sartor Legal Drain will be updated a cross-reference to the Redevelopment Commission's deed, but this property is not being added to the limits of the Retracement & Survey already provided. The Legal Description and Surveyor's Report will be updated as needed to reflect these changes. No field work is being performed for this survey update and revision. The updated survey will be recorded with the Morgan County Recorder to reflect the changes made in the public records for ownership and the associated revisions to the survey.

The fee for the completion of the foregoing Surveying Services is **\$1,250** plus any reimbursable expenses for copies of county records (deeds) and the recording fee for the survey. The estimated time for the completion of the foregoing Surveying Services shall be **1 week** from the written notice to proceed.

CLIENT will be invoiced at the completion of the survey for professional services and reimbursable expenses. Payment shall be made within thirty (30) days from date of invoice.

Additional Services shall not be performed without prior authorization by the CLIENT. V3 shall be paid for said additional services at a fee based on the actual hours expended by V3's employees engaged directly on the Project multiplied by V3's Billing Rates attached hereto.

The fee and completion schedule stated herein is valid for **30** days from the date of proposal. If the **30** days has expired, V3 reserves the right to renegotiate the fee and/or completion schedule with the CLIENT.

We appreciate the opportunity to present this proposal and look forward to providing these Professional Surveying Services to you on this project.

This agreement together with the General Terms and Conditions represents the entire understanding between CLIENT and V3. If the terms of this agreement are found to be satisfactory, please sign this agreement in duplicate in the space provided below and return one copy to our office.

Sincerely,

Accepted For:
City of Martinsville



Brian L. Haggard, PS
Senior Project Manager
V3 COMPANIES, LTD.
bhaggard@v3co.com
Phone: 317.753.7944

BY _____
Authorized Signature

PRINTED _____

TITLE _____

DATE _____



Brian Rismiller, PS
Survey Project Manager
V3 COMPANIES, LTD.
brismiller@v3co.com
Phone: 317.844.3333 x105
Fax: 317-844-3383

Please remit payments with project number:
V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, IL 60517

**V3 COMPANIES, LTD. (CONSULTANT)
GENERAL TERMS AND CONDITIONS**

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement. CONSULTANT shall not be responsible for the accuracy, completeness, and timeliness of services and information provided by the CLIENT or CLIENT's other consultants.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within any Contract Documents prepared by others. It is expressly understood that the uncovering of errors in the plans and specifications prepared by others is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by CLIENT.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements. If CLIENT disputes all or any portion of an invoice, CLIENT shall notify CONSULTANT within 14 calendar days of the date of the invoice, describe the nature of the dispute, and pay undisputed sums. Thereafter CONSULTANT and CLIENT shall make a good faith effort to resolve such dispute.

CLIENT's obligation to pay for services rendered under this Agreement is in no way contingent upon the CLIENT's ability to obtain financing, zoning, approvals from governmental or regulatory agencies, final adjudication of a lawsuit in which CONSULTANT is not involved, or upon CLIENT's successful completion of the project. No deduction shall be made from any CONSULTANT invoice on account of penalty, liquidated damages or other sums withheld. It is agreed that all expenses incurred by CONSULTANT in enforcing this Agreement or in filing liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees, shall be recoverable from the CLIENT.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs. CONSULTANT reserves the right to terminate this Agreement if its services are suspended or the project is dormant for a period of 60 days or more.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice. If terminated, CLIENT agrees to pay CONSULTANT for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are Instruments of Service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal

exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any non-design document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

For design drawings, construction documents, and reports: due to the unsecured nature of CAD files and other electronic data, and the inability of the originator to establish controls over the use thereof, CONSULTANT assumes no responsibility for any consequences arising out of the use of the data that is transmitted digitally. It is the sole responsibility of the user to check the validity of all information contained herein. The user shall at all times refer to the signed and sealed design drawings or other documents during all phases of the project. The user shall assume all risks and liabilities resulting from the use of this data.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. CONSTRUCTION PHASE SERVICES

If construction phase services are provided as part of this Agreement, CONSULTANT shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedure, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications. If construction phase services are to be provided to determine the general progress of the work, they shall not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. CONSULTANT maintains the right but not the duty to recommend that CLIENT reject work that does not appear to conform generally to the plans and specifications. CONSULTANT shall not have any liability for recommendations made in good faith. If Construction Documents are part of this Agreement and construction phase services are excluded from this Contract, CLIENT is responsible for interpreting the Construction Documents and specifications and observing the work of the contractors for general conformance with the Construction Documents. If CLIENT authorizes deviations from the Construction Documents or specifications prepared by CONSULTANT, CLIENT agrees to indemnify, defend and hold CONSULTANTS, its directors, officers, shareholders, partners, or employees, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees, all legal expenses and CONSULTANTS time, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by CONSULTANT.

12. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, to the extent caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT, its directors, officers, shareholders and employees harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

13. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

14. WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION

CLIENT and CONSULTANT waive all claims to consequential damages for any claims or disputes arising out of or related to this Agreement. In addition, CLIENT and CONSULTANT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

15. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the greater of \$5,000 or the total compensation received by CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract. In no event shall CONSULTANT's liability exceed the proceeds available under CONSULTANT's insurance policies.

16. NO PERSONAL LIABILITY

CLIENT and CONSULTANT shall not bring claims or lawsuits against each other's directors, officers, shareholders, employees, subsidiaries, or affiliates.

17. HAZARDOUS MATERIALS

The CONSULTANT, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The CLIENT acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

18. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement is the entire and integrated agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. In the event that any term or provision of this agreement if found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

19. NO ASSIGNMENT

Neither party can assign this Agreement without the other party's written consent.

20. DISPUTE RESOLUTION AND CONTROLLING LAW

CLIENT and CONSULTANT agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. If a third party is required, the mediation shall be conducted by an attorney or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally within reason, if needed. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law. In the event mediation or dispute over non-payment or partial payment to CONSULTANT incurs, CLIENT will be responsible for any and all legal fees, interest of late payments, and necessary expenses required to secure rightful payments. This Agreement is governed by the laws of the state in which the Project is located.



Activated Carbon Scope of Supply for Martinsville IN

Calgon Carbon Corporation

3000 GSK Drive,

Moon Township, PA 15108

Date: 7.23.25

Contact: Jake Millis

Job Title: WT3 Operator

Email: jmillis@Martinsville.in.gov

Product	Quantity	Price	Total Price
F300	80,000 lbs.	\$1.94/lb.	\$155,200

 **Items Included**

- Product: F300 BULK
- Quantity: 80,000 lbs.
- Scope: Exchange of 80,000 lbs. of F300 in 4 vessels. Spent to muni pool. Carbon Acceptance testing must be completed prior to taking spent carbon back to CCC facility. If spent carbon does not pass acceptance, additional fees for disposal may be incurred.
- All related labor and equipment (trucks, hoppers, hoses, etc.), except utilities detailed below.

 **Items NOT Included**

- Owner to provide clean water source for movement of GAC to and from filter via eduction
- Drain access for excess water from carbon transfer (water will be gray with carbon fines)
- Disinfection (if necessary) is not included.
- Additional make up carbon over 20% (CMR only)

- Any applicable taxes not included.



Schedule

- Delivery: 8-10 weeks after receipt of approved purchase order and after carbon acceptance testing has been completed.



Special Terms & Conditions

1. Unless otherwise noted, or until other Terms and Conditions are provided, this offer is made only under Calgon Carbon Corporation's Terms and Conditions for the Sale of Carbon and Media.
2. Pricing provided is exclusive of any sales tax.
3. Scope of Supply/Pricing does not include any payment or performance bonds. Costs for any such bond (if necessary or requested by the buyer) will be added to the quoted pricing.
4. Upon acknowledgement of any purchase order, the buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.
5. Pricing is valid until 12.31.25.

For more information or to place an order, contact:

Sarah Urtz

Calgon Carbon Corporation - A Kuraray Company

Technical Sales Rep - Drinking Water Solutions

sarah.urtz@kuraray.com

412.418.0811



Terms and Conditions for the Sale of Carbon and Media

1) DEFINITIONS:

- (a) Seller: Calgon Carbon Corporation or its applicable subsidiary or affiliate
- (b) Buyer: The buyer named in the Documentation
- (c) Documentation: The proposal, confirmation, acknowledgement or other contract, as applicable, for the sale of the Products to which these Terms and Conditions are attached
- (d) Goods: Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation
- (e) Products: The Goods and services, collectively, described in the Documentation
- (f) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation. Unless otherwise stated in the Documentation: (a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller; (b) Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided; (c) Products will be billed for at the time of delivery; and (d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Buyer agrees that Seller, at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

4) PRICING CONDITIONS:

(a) Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is silent, the mechanism set forth in Section 4(c) below will apply.

(c) If the Documentation is silent regarding the mechanism for adjustment of fees, the fees will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor: (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent increase to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (Incoterms® 2020). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a thirty-five percent (35%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of

any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Goods in transit pursuant to Section 5 above, title to and risk of loss of the Goods will pass to Buyer upon delivery of the Goods by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the Uniform Commercial Code or Incoterms® 2020, if Buyer is located outside of the United States of America, title to the Goods, and all accessions to or products of the Goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer.

7) AVAILABILITY: Shipment dates (and delivery and installation dates, if included in the scope of work) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) SERVICES:

(a) All orders which include services (including installation, supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.

(b) Buyer shall make the premises, where services are to be performed (the "Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to make the Premises available to Seller to perform the services. Prior to the commencement of services, Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.

(c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance. Seller reserves the right to reject any and all activated carbon if, in its judgment, it is unsuitable for reactivation. Further, Seller will periodically retest the spent activated carbon to assure it remains acceptable for reactivation and that it does not contain constituents that were not in the carbon acceptance sample and/or Adsorbate Profile Document. Seller reserves the right to apply a surcharge for reactivation of spent carbon with quality that creates excessive corrosion, slagging,

exothermic reactions, or other operational problems including lower furnace operating rates. If the spent activated carbon becomes unacceptable for reactivation, disposal of the carbon will be the responsibility of Buyer. Seller reserves the right to reactivate the spent carbon at any of its reactivation facilities where carbon acceptance exists.

9) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

10) TERMINATION: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 10, 11, 12, 14, 15, 16, 18, 19 and 20 shall survive termination or expiration of this Agreement.

11) LIMITED WARRANTIES:

(a) Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall, at the time of delivery, conform to Seller's then-applicable specifications for such Products. Seller shall correct (by replacement of Goods or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

(b) THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF DEFECTIVE GOODS OR SERVICES. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCTS OTHER THAN THOSE CONTAINED IN THIS SECTION. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for Buyer's use, application, modification, or combination of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, except with respect to a breach of the confidentiality obligations set forth in Section 15 hereof, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-

performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

14) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export control and economic sanctions laws and regulations, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the re-export of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the re-export or retransfer of the Products and/or related technology. U.S. law also restricts the re-export or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any re-export or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as

evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on Buyer. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) SECURITY INTEREST: Buyer hereby grants Seller a security interest in the Goods to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the Goods and will keep the Goods free from any and all liens and security interests until Seller has been paid in full. Buyer shall execute any and all documents reasonably requested by Seller to protect such security interests.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent, assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products. Seller may use subcontractors to fulfill its obligations pursuant to this Agreement.

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.

SEWER ADJUSTMENT APPLICATION

Please email application and receipts to hstaggs@martinsville.in.gov
Questions, call 765.342.2449

Account Number 1239 00 05 Date 5-27-25
Name Cherie Plett Phone 765-341-1126
Email Address hannie.bree29@sbcglobal.net
Service Address 289 W. Summer Ave
Month of Excessive Bill April - May 2025 Excessive Bill Amount 988.72
Did the water pass through the sewer? Yes No
Detailed description of leak Outdoor spicket

Repair Company Information (Please attach a copy of repair bill.)

Name Heaben Plumbing Phone _____
Address _____

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0
Excessive Usage 4/2025 224 5/2025 381 Excessive Sewer Amount 4/2025 \$259.59 5/2025 \$430.38
Average Usage 85 Average Sewer Amount \$103.08

Requested Adjustment Amount \$489.81

BOARD OF PUBLIC WORKS AND SAFETY USE ONLY

We, the Board of Public Works and Safety, approve this sewer adjustment request.

Kenneth Costin, Mayor Date _____

Kelly M. Bray, Member Date _____

John Lillywhite, Member Date _____

-SEWER ADJUSTMENT APPLICATION

Please email application and receipts to hstaggs@martinsville.in.gov
Questions, call 765.342.2449



Account Number 5 09600 03 Date 7/17/2025

Name Rachel Lanigan Phone 847-707-5907

Service Address 939 E. Jackson Street

Month of Excessive Bill July 2025 Excessive Bill Amount _____

Did the water pass through the sewer? _____ Yes _____ No

Detailed description of leak Carryover from previous month

Repair Company Information (*Please attach a copy of repair bill.*)

Name _____ Phone _____

Address _____

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0

Excessive Usage 113 Excessive Sewer Amount \$134.61

Average Usage 56 Average Sewer Amount \$70.43

Requested Adjustment Amount \$64.18

BOARD OF PUBLIC WORKS AND SAFETY USE ONLY

We, the Board of Public Works and Safety, approve this sewer adjustment request.

Kenneth Costin, Mayor

Date

Kelly M. Bray, Member

Date

John Lillywhite, Member

Date

SEWER ADJUSTMENT APPLICATION

Please email application and receipts to hstaggs@martinsville.in.gov
Questions, call 765.342.2449

Account Number 8 04500 05

Date 5/20/25

Name Brent Snowden

Phone 765-341-5271

Email Address Snowdenbrent4@gmail.com

Service Address 490 E Highland St.

Month of Excessive Bill _____

Excessive Bill Amount _____

Did the water pass through the sewer? _____ Yes

_____ No

Detailed description of leak Big Leak comin out of first three feet out of meter

Repair Company Information (Please attach a copy of repair bill.)

Name Ando

Phone 317-560-8571

Address 1000 W Dittmose Rd Bloomington

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0

Excessive Usage Dec 2024 - May 2025 Excessive Sewer Amount _____

Average Usage 34 Average Sewer Amount \$45.65

12/24 106 3/25 125 12/24 \$126.73 3/25 \$148.12

1/25 148 4/25 143 Requested Adjustment Amount \$661.00 1/25 \$174.02 4/25 \$168.39

4/25 138 5/25 131 4/25 \$162.76 5/25 \$154.80

BOARD OF PUBLIC WORKS AND SAFETY USE ONLY

We, the Board of Public Works and Safety, approve this sewer adjustment request.

Kenneth Costin, Mayor

Date

Kelly M. Bray, Member

Date

John Lillywhite, Member

Date

Online Form Submittal: Sewer Adjustment Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Sun 7/13/2025 11:19 AM

To Katelynn Brummett <kbrummett@Martinsville.in.gov>; Jamie Kenworthy <jkenworthy@Martinsville.in.gov>; Heather Staggs <hstaggs@Martinsville.in.gov>

Sewer Adjustment Application

Account Number	80640009
Date	7/13/2025
Name	Rachel Smith
Phone Number	7653155359
Email Address	hghurd@yahoo.com
Service Address	659 East Highland Street
City	Martinsville
State	In
Zip Code	46151
Month of Excessive Bill	June
Excessive Bill Amount	478
Did the water pass through the sewer?	Yes <i>no</i>
Detailed description of leak	Had a pinhole leak in an old pipe.....I turned the water off to the house and was finally able to figure out how to replace the old parts with new

Repair Company Information

Name	Me
Phone	7653155359
Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>

Online Form Submittal: Sewer Adjustment Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Fri 7/11/2025 1:31 PM

To Katelynn Brummett <kbrummett@Martinsville.in.gov>; Jamie Kenworthy <jkenworthy@Martinsville.in.gov>; Heather Staggs <hstaggs@Martinsville.in.gov>

Sewer Adjustment Application

Account Number	122073009
Date	7/11/2025
Name	Joe Craney
Phone Number	3176950137
Email Address	joe_craney@yahoo.com
Service Address	1350 Ash Court
City	Martinsville
State	IN
Zip Code	46151
Month of Excessive Bill	6/25 & 7/25
Excessive Bill Amount	around \$100 in June not sure July
Did the water pass through the sewer?	No
Detailed description of leak	split in water line between the water meter and the house Not sure of excessive usage in July. Repair was made on 7/7/25.

Repair Company Information

Name	Bobby Lasley Excavating LLC
Phone	(317) 363-8194
Address	8410 McWhorter Rd
City	Martinsville
State	IN

Zip Code 46151

Please attach copy of repair INVOICE_1077_from_Bobby_Lasley_Excavating_LLC.pdf
bill

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months 0
Excessive Usage 134 Excessive Sewer Amount \$ 158.25
Average Usage 66 Average Sewer Amount \$ 81.69
Requested Adjustment Amount \$ 76.56

BOARD OF PUBLIC WORKS AND SAFETY USE ONLY

We, the Board of Public Works and Safety, approve this sewer adjustment request.

Kenneth Costin, Mayor Date _____

Kelly M. Bray, Member Date _____

John Lillywhite, Member Date _____

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