

Martinsville Board of Works and Safety
Meeting Agenda
Monday, February 23, 2026
6:30 PM - City Hall, Council Chambers (Room 202)

THE CITY OF
Martinsville
INDIANA



Call to Order

Roll Call

Consideration of the Minutes

- A. Consideration of the Monday, February 9, 2026 Board of Works and Safety Meeting Minutes

Consideration of Claims

Consideration of Sewer Adjustment Applications

- A. A. 788 S. Harriet St. -- \$3,257.52
- B. 540 W. Pike St. -- \$39.41
- C. 1200 S. Main St. -- \$143.01
- D. 620 Anel Dr. -- \$191.42

New Business

- A. Consideration of Quotes to Purchase New Squad - Fire Department
- B. Consideration of Agreement for Removal of Underground Storage Tank
- C. Consideration of Agreement for Services - Ultraviolet Disinfection and Grit Removal System Replacement - HWC

Next Regular Meeting

- A. The next regular meeting will be on Monday, March 9, 2026, beginning at 6:30 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, Indiana.

Adjournment

Any individuals who requires 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 Meridia, 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 AND SAFETY
MARTINSVILLE INDIANA
MORGAN COUNTY, INDIANA
FEBRUARY 9, 2026**

Call to Order

Roll Call

Board of Works Kelly Bray
Mayor Kenneth Costin
Board of Works John Lillywhite

A quorum was declared present.

Consideration of the Minutes

- A. Consideration of the January 12, 2026, Board of Works and Safety Meeting Minutes

A motion to Approve was made by Board of Works Kelly Bray. John Lillywhite seconded the motion. The minutes were 3-0.

Consideration of Claims

A motion to Approve was made by Board of Works Kelly Bray. John Lillywhite seconded the motion. The motion was 3-0.

New Business

- A. Consideration of Street Closing Applications
 - a. Memorial Day Program

Mr. Porter presented the request to the board for their consideration. The request is for street closures for a Memorial Day Program.

A motion to Approve was made by Board of Works Kelly Bray. John Lillywhite seconded the motion. The motion was 3-0.

- b. Veterans Day Program

Mr. Porter presented the request to the board for their consideration. The request is for street closures for a Veteran's Day Program.

A motion to Approve was made by Board of Works Kelly Bray. John Lillywhite seconded the motion. The motion was 3-0.

- c. Various Events at The Venue

Mr. Porter presented the request to the board for their consideration. The request is for a street closure for various events at the venue. This request is on behalf of the Parks Department. The request to allow for events that last less than four hours.

A motion to Approve was made by Board of Works Kelly Bray. John Lillywhite seconded the motion. The motion was Passed 3-0.

B. Consideration of Subordination Agreement - INDOT

Mr. Coffey presented the agreement to the Board for their consideration. The request is for a subordination agreement with INDOT.

The Request is to close out the agreement.

A motion to Approve was made by Board of Works John Lillywhite. Kelly Bray seconded the motion. The motion was Passed 3-0.

Consideration of Sewer Adjustment Applications

A. Consideration of Sewer Adjustment Applications for February 9, 2026

- a. A. 730 E. Nutter St. — \$1,129.37
- B. 489½ W. Harrison St. — \$120.48
- C. 420 W. Harrison St. — 100.22
- D. 58 Merideth Pl. — \$379.84
- E. 1200 S. Main St. — \$342.31
- F. 1389 S. Harriett St. — \$1,820.73
- G. 20 Duo Dr. — \$115.98
- H. 700 E. Washington St. — \$443.64
- I. 1340 E. Harrison St. — \$1,107.98
- J. 34 Daulton Lane — \$130.61

A motion to Approve was made by Board of Works John Lillywhite. Kelly Bray seconded the motion. The motion was Passed 3-0.

Next Regular Meeting

- A. The next regular meeting will be on Monday, February 23, 2026, beginning at 6:30 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, Indiana.

Adjournment

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

SEWER ADJUSTMENT APPLICATION

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

Account Number 2 07000 01 Date 2/10/26
Name William Reel Phone 765-318-1611
Email Address billreel2@yahoo.com
Service Address 788 S. Harriet St. Martinsville

Month of Excessive Bill _____ Excessive Bill Amount _____

Did the water pass through the sewer? ___ Yes No

Detailed description of leak failed faucet fixture lead to
water flowing into house. It is 1/2 of a double
1/3 that side not occupied

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

Name Undercutters Plumbing Phone 765-341-1823
Address _____ Adam Thacker

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0
Excessive Usage ^{1/20} 821 ^{2/20} 1078 Excessive Sewer Amount ^{1/20} \$931.82 ^{2/20} \$1347.20
Average Usage 3 Average Sewer Amount \$10.75

Requested Adjustment Amount \$3257.52

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 91580007 Date 2/6/26
Name Gregory Hamilton Phone 765-341-8889
Email Address handygreg61@gmail.com
Service Address 540 W. Pike St.

Month of Excessive Bill June 25 to current Excessive Bill Amount 70.19 - June
Jan 94.27

Did the water pass through the sewer? Yes No
Detailed description of leak have had a water leak but very hard to trace to where - found
the Frost Free sill code I found between 2 joints finally w/ 3 pin-holes and
now replacing w/ new

*** NO RECEIPT ***

Repair Company Information (Please attach a copy of repair bill.)
Name Hamilton Construction & remodeling LLC Phone 765-341-8889
Address 540 W. Pike St. Martinsville IN 46151

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0
Excessive Usage 69 Excessive Sewer Amount \$ 85.06
Average Usage 34 Average Sewer Amount \$ 45.65

Requested Adjustment Amount \$ 39.41

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 15 00900 04 Date 2/12/2026

Name Reta Hannell Phone 317-919-2616

Service Address 1200 S. Main Street

Month of Excessive Bill January 2026 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 151 Excessive Sewer Amount \$177.40

Average Usage 24 Average Sewer Amount \$34.39

Requested Adjustment Amount \$143.01

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 15 74400 11 Date 2-13-26

Name Phyllis Allison Phone 367-777-8045

Email Address _____

Service Address 620 ANS.C DR

Month of Excessive Bill JAN 2026 Excessive Bill Amount 347.92

Did the water pass through the sewer? _____ Yes No

Detailed description of leak LEAK IN 3/4 PIPE, CUT OUT BAD SECTION - REPAIRED

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

Name MIKE HOLLOWAY Phone 765-516-5233

Address 1550 PLANTATION DR

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0

Excessive Usage 183 Excessive Sewer Amount \$213.43

Average Usage 13 Average Sewer Amount \$22.01

Requested Adjustment Amount \$191.42

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 _____

2026 Tahoe PPV-9C1 4X4 Pursuit

Vehicle Description	2026 Tahoe PPV-9C1 SUV 4X4 "Pursuit Rated"
Model	CK10706 9C1
Standard Package/Equipment Group	1FL 9C1

BASE VEHICLE SPECIFICATIONS **Includes:**

L84 - 5.3L V-8 engine (355 HP/383 Ft.-Lb. of Torque) w/Dynamic Fuel Management, Direct Injection & VVT; **MHS** - 10-Speed Automatic transmission w/Tow-Haul & Traction Select System; **EPH - Electronic Precision Shift**, mounted on right side of steering column; **NP0** - Active Single-Speed 4X4 Transfer Case w/Autotrac; **BG9** - Vinyl flooring; **AZ3** - 40/20/40 cloth front bench seat; **RKE/BTM/BTV** - Remote keyless entry w/Push-button keyless start & **Remote Start**; **AMF** - For a total of Six (6) remotes/keys; **6J3-6J4-6J7** - **Grille area wiring harnesses (4 - circuits)**; **7X3** - **Driver's side LED spotlamp**; **J55** - 16" brake rotors w/Brembo Calipers; **PXT-RAV-XCS** - 20" Police Rated Black steel wheels w/P275/55R20 Police Rated **FIRESTONE "Firehawk"** tires w/spare; **UE1 - On-Star Services**; **URW - 17.7" Color LCD radio display** w/**Wireless** Apple CarPlay & Android Auto; **UD7** - Rear Park Assist; **UV2 - HD Surround Vision**; **KI4** - 110-volt outlet w/400 Watt max. capacity; **V76 - Front tow hooks**; **Z82 w/ CTT** - 2" receiver w/hitch guidance; **G86** - Limited slip rear differential; **K6K** - Rear mounted Auxiliary 760 CCA Battery.

Total Cost for Commonly Specified BASE VEHICLE

Additional Options Available	2026 "4X4 Pursuit" *\$ 54,557.00*	
20" Machined Aluminum wheels w/Charcoal pockets & Firehawk Tires	NZV	\$ 350.00
Whelen Lamp Pkgs. 4-ION grille mounted light heads, 6 - ION lights in rear corner pillars; 4 - Color combos avail. W - White, R - Red, B - Blue Driver / Passenger; IN Law Enforcement Requirements: 6JG - R / B	6JG	\$ 1,950.00
Safety Pkg. Collision alert; Lane keep assist w/depart-ure warning; Blind Zone steering assist ; Auto emergency, Rear Cross-Traffic & pedestrian/bicyclist braking ; Intersection auto emergency braking ; Bicyclist alert ; Rear Camera Mirror and Intellibeam headlamps.	PQA	\$ 825.00
Rear Decklid Edge Red/Blue LED lamps	T53	\$ 565.00
Front Bucket Seats w/Premium Cloth & "Retail Console" Requires - PQA & Includes On-Star DELETE (UDA)	A50	\$ 350.00
Carpeting w/carpeted mats Floor Liners Avail \$ 290.00	B30/B58	\$ 275.00
Auxiliary Red/White Dome lamp	6C7	\$ 170.00
Front cloth seats / Rear vinyl seating N/A w/A50 buckets	5T5	\$ 40.00
Inoperative Rear door locks & handles or windows	6N6 / 6N5	\$ 75.00 EA.
Auto headlamp & DRL DELETE	9G8	\$ 50.00
Front Center 20% seat section REMOVED	5Y1	NO Charge
Keyed alike keys Not compatible w/Previous models	6E2 / 6E8	\$ 50.00
Spcl Colors V. Red - Silver Ice Req. TKG \$250/\$450	5T4 - 9W5 + TKG	\$ 700.00
		Sub-Total of options: \$ 0000.00

Options available for deletion from BASE VEHICLE Specifications:

Driver's side spotlamp DELETE	(7X3)	\$ 700.00
		Sub-Total of Deletions: \$ 000.00

Price, as ordered: \$ 54,557.00

Dealer Name	Kelley Chevy, LLC
Contact Names	Jordan Ladig
Phone Numbers	D: 260-496-6460 C: 260-445-6993
E-mail Addresses	jladig@kelleyauto.com
Dealer Address	5220 Value Drive

2026 Tahoe PPV-9C1 4X4 Pursuit

JTN Services, Inc.
 4421 S US Hwy 231
 Greencastle, IN 46135

Quote

Date	Quote #
1/27/2026	8142

7656537158

Name / Address
Martinsville Fire Department 160 W Morgan Street Martinsville IN 46151

Rep	Terms
	Net 30

Item	Description	Qty	MSRP	Cost	Total
Part	1ST in FC Custom Cabinet	1	4430.00	4,430.00	4,430.00
Part	1st in RP GMT21 NC	1	490.00	490.00	490.00
Freight	Freight	1	496.00	496.00	496.00
Labor	Install custom cabinet in Chevy tahoe	1	875.00	675.00	675.00
			Total		\$6,091.00

JTN Services, Inc.
 4421 S US Hwy 231
 Greencastle, IN 46135

Quote

Date	Quote #
1/30/2026	8155

7656537158

Name / Address
Martinsville Fire Department 160 W Morgan Street Martinsville IN 46151

Rep	Terms
	Net 30

Item	Description	Qty	MSRP	Cost	Total
EB2DDDD	LEGACY WCX 54" RW/RW/RW/RW	1	4006.75	2,799.00	2,799.00
TSS0D	Surface Mount, DUO™ Color, Linear Super-LED® Lighthead, Clear Lens (10+)	2	199.00	115.00	230.00
I2D	DUO LINEAR ION RED/WHITE BLK	2	206.00	115.00	230.00
TSS0D	Surface Mount, DUO™ Color, Linear Super-LED® Lighthead, Clear Lens (10+)	4	199.00	115.00	460.00
PSD02FCR	Strip-Lite+ Duo Flasher Red/Wht	2	213.00	175.00	350.00
RPWD54	ION REAR PILLAR WC DUO TAHOE	1	2007.00	1,699.00	1,699.00
Part	TLIM2K Whelen mini T ion red amber	1	185.00	95.00	95.00
C399	Cencom Core WCX Control Center	1	1411.00	1,299.00	1,299.00
CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD	1	473.00	0.00	0.00
C399SP	SCANport Kit for C399	1	189.00	0.00	0.00
SA315U	NEW Speaker, Nylon Composite (+10)	1	412.00	225.00	225.00
SAK70	NEW Chevy Tahoe, 2021 Driver or Passenger Side	1	51.00	25.00	25.00
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	1	292.00	165.00	165.00
C-VSW-1012-...	Vehicle-Specific 22" Wide Angled Console for 2025 Chevrolet Tahoe Police Pursuit Vehicle	1	924.00	799.00	799.00
CUP2-1001	CON, ACSY, CUPHLDR, 4MS, IM, DUAL,	1	73.00	50.00	50.00
C-AP-0625-L	6" Accessory Pocket W/Hinged Lid & Lock, 2.5" Deep	1	225.00	189.00	189.00
C-ARM-102	Side Mount Armrest	2	115.00	85.00	170.00
Mag Mic	Mag Mic MMBP-25	1	35.00	35.00	35.00
C-HDM-204	8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	1	253.00	199.00	199.00
C-MD-112	11" Slide Out Locking Swing Arm with Motion Adapter	1	391.00	299.00	299.00
Part	PKG-TAB4-MSFT1-DC docking station for microsoft surface pro 10	1	1020.00	899.00	899.00
			Total		

JTN Services, Inc.
 4421 S US Hwy 231
 Greencastle, IN 46135

Quote

Date	Quote #
1/30/2026	8155

7656537158

Name / Address
Martinsville Fire Department 160 W Morgan Street Martinsville IN 46151

Rep	Terms
	Net 30

Item	Description	Qty	MSRP	Cost	Total
Part	091-215-12 Kussmaul charger	1	815.10	699.00	699.00
Part	091-55-15-120T Kussmaul auto eject	1	445.00	399.00	399.00
Part	091-55-234-BLK Kussmaul bar graph charging display	1	149.70	99.00	99.00
60CREGCS	12V WHT/RED 6" COMPARTMENT LT	2	252.00	199.00	398.00
Part	Back up alarm	1	35.00	25.00	25.00
Part	Coax and antenna	1	95.00	95.00	95.00
60 Amp Breaker	60 Amp Breaker	1	44.95	44.95	44.95
70 Amp Relay	70 Amp Relay	1	30.00	30.00	30.00
Fuse Block 6	Fuse Block 6 ATO	4	19.95	19.95	79.80
Shop Material-...	Shop Material-Lighting Ex. wire, connectors, tape, wire loom, etc	4	125.00	95.00	380.00
Labor-Core	Install above equipment on 2026 Chevy tahoe	1	2500.00	1,400.00	1,400.00
			Total		\$13,866.75



2109 S Old Decker Road

Vincennes IN 47591

(812) 895-0777 Fax: (812) 895-1077

QUOTATION

QUOTE NO.: 47433 - 00

DATE: 1/29/26

TERMS: NET 30

DELIVERY: UNITED PARCEL SERVICE

14057

TO: Martinsville Fire Department
 Aaron Fraker
 160 W Morgan Street
 Martinsville, IN 46151

Please reference Quote No. on

Correspondence & purchase orders.

Prices firm for 30 days.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	ITEM	DESCRIPTION	UNIT PRICE	DISC	TOTAL
1	VM7930BF-P	800 MHZ PRIM DUAL DECK	3,310.00	20.0	2,648.00
1	VM7730BF-S	VHF PART OF VM7000	1,520.00	20.0	1,216.00
1	KCH-20RVM	FULL FEATURE VIKING CONT HEAD VIKING ONLY	803.00	20.0	642.40
1	KCT-71M3	NX5000 REM CONT CABLE (25ft)	107.00	20.0	85.60
1	KMC-65	Mobile Mic	69.80	20.0	55.84
1	KRK-17BF	REMOTE KIT FOR BASE RADIO VM5000	170.00	20.0	136.00
1	KCT-71M4	NX5000 REM CONT CABLE (1.6ft)	60.20	20.0	48.16
2	KES-5	20WAT SPK WITH 3.5MM PLUG	80.30	20.0	128.48
2	KAP-2	EXT SPEAKER ADAPT/HORN RELAY	84.30	20.0	134.88
1	8322000002	P25 CONVENTIONAL VIKING SERIES	415.00	20.0	332.00
1	8322000005	p25 phase 1 trunking upgrade	145.00	20.0	116.00
1	8322000006	P25 Phase II TDMA VIKING PHASE II UPGRADE	475.00	20.0	380.00
2	NMOKHFUDFME	Roof MOUNT FME 3/4"	28.29		56.58
1	TRAB8063	ANTENNA, PHANTOM, BLACK 806-86 6,	82.03		82.03
1	QWB152	152-162 MHz 1/4 Wave antenna BLACK	32.93		32.93

Continued on following page

QTY	DESCRIPTION	UNIT PRICE	DISC	TOTAL
1	FN FME/M- N MALE ADAPTER 30100	18.41		18.41
1	FP ADAPTER, CPL-259 FME/M-UHF/M	12.97		12.97
1	INSTALL RM INSTALL REAR MOUNT RADIO	550.00		550.00
1	PROGRAM 800 mhz RADIO PROGRAMMING	75.00		75.00
	CEVO 5145021			
		Item Summary		6,751.28
		Subtotal		8,232.12
		Discount		1,480.84
		Inbound Frt		114.03
		Sales Tax		.00
		Grand Total		6,865.31
	There is a 3.0% service charge on all credit card payments. If using a credit card please include that in your total.			

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY **Sam Carpenter** (812)325-5735 Ext **scarpenter@veicomm.com**

Accepted
by _____ P.O. No. _____
LEGAL NAME OF PURCHASER

AUTHORIZED SIGNATURE Date _____



- *Reflective Black
- *Reflective White
- *Reflective Printed decals
- *Installed **\$1,740**





December 12, 2025

David Borouff
HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204

**RE: UST REMOVAL AND CLOSURE
59 SOUTH JEFFERSON AVENUE
MARTINSVILLE, INDIANA
FACILITY ID#5937**

Mr. Bourff,

Alliance Environmental Group, Inc. (Alliance) is pleased to provide a cost estimate for the following environmental services. The general scope of services includes the planning, design, and decommissioning of the 4,000-gallon underground storage tank (UST) system located at the above referenced facility.

For the purposes of this proposal, the UST is assumed to be substantially empty, with no product in excess of 50 gallons of tank bottoms, no granular fill, and contains no more than one drum of sludge in aggregate. The UST is assumed to be constructed of fiberglass. This proposal assumes standard site conditions, and that there are no obstructions or limitations to tank removal, including utilities which overlie or are immediately adjacent to the tank. This proposal assumes that any pavement over the tank is clean and suitable for recycling or as fill, and that any soil/fill/overburden removed to facilitate tank removal is clean and can be replaced in the excavation as fill.

Alliance will provide oversight of the removal activities and required UST sampling and reporting requirements in accordance with Indiana Department of Environmental Management (IDEM) Petroleum Branch and 329 IAC 9-6-2.5. The UST system site assessment soil and groundwater sampling requirements will be performed in accordance with 329 IAC 9-6-2.6(b) and (d). The sampling criteria is provided in Table 2-A of the Risk-based Closure Guide (WASTE-0046-R2 NPD) lists chemical(s) of concern for various product or waste types and media.

The concrete overburden will be removed to expose and remove the UST system, dispenser and associated piping. Once the UST system is removed, the excavation zone assessment sampling

(i.e., soil sampling of the UST cavity) can be performed. Samples collected during the excavation zone assessment will be submitted for laboratory analysis on a standard turnaround basis. If field screening and observations reveal that a significant release has occurred, Alliance will contact you to discuss future issues related to release.

Alliance will perform the following services:

1. Coordinate, contract, and oversee the removal of the 4,000-gallon UST system and associated concrete overburden.
2. Properly purge, dismantle, and dispose of tank and piping.
3. Field screen soil samples surrounding the UST, associated piping, and dispenser island using visual and olfactory inspection and field instrumentation which includes a photoionization detector.
4. Acquire soil samples from the UST cavity side walls and floor, and from soils excavated to allow removal of the tank, as required by 329 IAC 9. It is anticipated that a total of eight (8) soil samples from the UST cavity and two (2) samples from the pipe run and dispenser island will be collected. Two (2) samples will be collected for quality assurance and quality control (QA/QC) purposes.
5. Submit soil samples for laboratory analysis for volatile organic compounds (VOCs) by Method 8260 and polynuclear aromatic hydrocarbons (PAH) by Method 8270.
6. If groundwater is encountered, a sample will be collected and analyzed VOCs by Method 8260 and PAHs by Method 8270.
7. Prepare an underground storage tank closure report compliant with 329 IAC 9. The report will be signed by a Certified Hazardous Materials Manager (CHMM) or Licensed Professional Geologist (LPG) as required by 329 IAC 9.

COST ESTIMATE

The following estimate is based on removing the UST system (including piping) and concrete overburden. The cost estimate includes two (2) days of onsite project oversight, closure sampling, and reporting.

Project Management, Closure Sampling, and Oversight

Prepare appropriate IDEM UST Closure Notices	\$370.00
Project Management and Field Oversight (30 hours @\$155/hr).....	\$4,650.00
Field Technician (20 hours @\$130/hr)	\$2,600.00
Laboratory Analysis (12 samples @\$195/sample, VOCs & PAHs)	\$2,340.00
Field Equipment, Supplies, and Mobilization (2 days)	\$685.00
Estimate	\$10,645.00

UST and Concrete Removal

Private Line Locates	\$1,200.00
Mobilization	\$1,400.00
UST Removal	\$9,300.00
Fluids Removal and Disposal (100 gallons).....	\$1,200.00
Concrete Removal and Disposal	\$1,265.00
Backfill	\$1,700.00
Estimate	\$16,065.00

Reporting

Preparation of a UST Closure report detailing the tank removal process, including tank and contents disposal documentation, tabulated soil and groundwater laboratory data, site drawings and disposal documentation. Soil and groundwater screening criteria listed in the IDEM’s Risk-based Closure Guide will be used for comparison purposes, where screening levels are provided.

UST Closure Report	\$4,200.00
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Total Estimate	\$30,910.00
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**This estimate does not include replacing the concrete overburden or removal of impacted soil.*

Work as outlined above will be completed on a time and materials basis. Payment for services rendered by Alliance is due upon receipt.

Additional Costs

Project Oversight Day Rate	\$1,500.00 /day
Closure Samples, VOCs & PAHs.....	\$195.00 / sample
Rush Samples, VOCs & PAHs.....	\$305.00 / sample
Concrete Disposal	\$3.10 / ton
Liquid Vac and Disposal.....	\$650 / load

Alliance uses a 15% markup on all subcontractor and vendor fees. Alliance will proceed on a time and materials basis. If unusual conditions are encountered such as inclement weather, obstructions, additional costs will apply as itemized above. You will be contacted if any significant changes in condition are encountered. Additional time and oversight will be charged on a time and materials basis.

SCHEDULE

Alliance will coordinate closely with the HWC Engineering and the City of Martinsville teams at the timing of the project. It is anticipated that the project will be completed within 2 days. In accordance with 329 IAC 9-3-1(a), Alliance will submit the required 30-day Notification of Intent to Close upon your approval of this proposal. Once IDEM approves the notification Alliance will coordinate the closure activities.

Please contact Joseph Gordon at (317) 903-4939 if you have any questions or concerns regarding the items identified in this scope of services. We look forward to working with you on this project.

Respectfully submitted,
Alliance Environmental Group



Joseph L. Gordon, CHMM #11650
Director of Operations

Proposal Accepted by:

Name	Company
Signature	Date

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 _____, 2026 (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 and Grit Removal 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):

Mac Dunn
City Superintendent
City of Martinsville
59 S. Jefferson St.
Martinsville, IN 46151
765-342-7800

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

*UV Disinfection and Grit Removal 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 and Grit Removal 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.

*UV Disinfection and Grit Removal 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).

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**.

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.

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

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.

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~~ **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

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 _____, 2026.

"CLIENT"

"HWC"

City of Martinsville, Indiana

HWC Engineering, Inc.

By: _____

By: 

Printed: _____

Printed: Eric Smith, PE

Title: _____

Title: Partner/VP, Water Resources Div.

Date: _____

Date: February 16, 2026

APPENDIX “A”

SCOPE OF SERVICES

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

February 2026

Project Background

The City of Martinsville, 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. 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).

The existing grit removal system at the headworks, potentially including the settling trays, classifier/washer, and dewatering conveyor, is in poor condition and needs to be replaced.

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 work includes 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. Review alternative equipment suppliers and options with **CLIENT** to evaluate and select the grit removal system equipment, including the settling trays, classifier/washer, dewatering conveyor, and associated control panel.
5. Prepare preliminary design plans and opinion of construction cost of all improvements for

*UV Disinfection System and Grit Removal System Replacement
Martinsville Wastewater Treatment Facility
Appendix “A”*

- 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, grit removal system replacement, 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 necessary non-local permits for construction of the improvements although replacing the UV disinfection system and grit removal system with units of the same capacity (i.e. no capacity upgrades) should not require an IDEM construction permit.
 10. Coordinate design activities and approval of all work with IDEM, as needed, 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 drawings 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 drawings 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 the Bidding Phase (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:

*UV Disinfection System and Grit Removal 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 recommendations 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 4 - Construction Observation Services

HWC will provide construction observation to monitor the contractor's workmanship and general compliance with the project drawings 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 4 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 with 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.
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.

*UV Disinfection System and Grit Removal System Replacement
Martinsville Wastewater Treatment Facility
Appendix "A"*

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 to drawings 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

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	90 days*
Bidding	30 days after bid authorization
Construction Engineering and Observation	10 months

*Note: The 90 days for design is based upon no IDEM permit being required due to no change in treatment process or capacity.

APPENDIX “D”

Compensation

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

FEBRUARY 2026

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

Activity	Fee	Compensation Type
Design & Permitting Phase	\$95,000	Lump Sum
Bidding Phase	\$10,000	Lump Sum
Construction Engineering	\$30,000	Lump Sum
Construction Observation	\$92,000	Hourly + Direct Expenses NTE
Total	\$227,000	

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” include herein.

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

2026 Hourly Billing Rates

<i>Position</i>	<i>Hourly Rate (\$)</i>
Principal	300.00
Director	270.00
Sr. Team Lead	240.00
Sr. Project Manager	220.00
Inspection Manager	190.00
Project Manager	185.00
Sr. Project Engineer	180.00
Sr. Planner	165.00
Project Engineer I	150.00
CAD Production Manager	150.00
Sr. Inspector	145.00
Project Surveyor I	145.00
Sr. Designer/Technician	145.00
Landscape Architect	140.00
Planner	135.00
Survey Crew Lead I	135.00
Project Engineer II	130.00
Project Surveyor II	130.00
Construction Inspector I	125.00
Designer/Technician	120.00
Survey Crew Lead II	120.00
Construction Inspector II	115.00
Project Landscape Architect	115.00
Project Planner	115.00
Project Coordinator	105.00
Graduate Landscape Architect	100.00
Graduate Planner	100.00
Survey Technician I	95.00
Clerical Support	85.00
Survey Technician II	85.00
Intern	75.00

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.

*UV Disinfection System and Grit Removal System Replacement
Martinsville Wastewater Treatment Facility
Appendix "D"*