

**Martinsville Board of Works and Safety
Meeting Agenda
Tuesday, October 14, 2025
6:00 PM - City Hall, Council Chambers (Room 202)**



Call to Order

Roll Call

Consideration of the Minutes

- A. September 22, 2025, Board of Works and Safety Meeting Minutes

New Business

- A. Consideration of the Recommendation for the Awarding of the Bid - Wastewater Treatment Plant Work
- B. Consideration of Change Order 07 - Reed and Sons Construction, Inc.
- C. Consideration of Vehicle Quote Q15900 - RamVac Truck - Brown Equipment Company

Consideration of Claims

Consideration of Sewer Adjustment Applications

- A. 310 E. Morgan St. - \$1,451.41

Next Regular Meeting

- A. The next regular meeting will be on Monday, October 27, 2025, 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
SEPTEMBER 22, 2025**

Call to Order

Roll Call

Member Kelly Bray
Member John Lillywhite
Mayor Kenneth Costin

A quorum was declared present.

Consideration of the Minutes

A. September 8, 2025, Board of Works and Safety Meeting Minutes

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

New Business

A. Opening of Bids for Work at Wastewater Treatment Plant

Director of Planning Gary Oakes opened the bids in the presence of the board.
Broyer Construction - \$158,000.00
Gentry Demolition - \$58,500.00
HIS Construction - \$82,478.00

The bids were taken under advisement.

B. Consideration of Sending a Tort Claim to the Insurance Provider

a. Charles Yeoman

City Attorney Dale Coffey presented the tort claim to the board for their consideration. The request was to forward the tort claim to the insurance company for their evaluation.

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

b. Richard W. Joslyn

City Attorney Dale Coffey presented the tort claim to the board for their consideration. The request was to forward the tort claim to the insurance company for their evaluation.

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 Claims

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

Sewer Adjustment Applications

- A. 890 N. Main St. - \$ 166.65

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

- B. 20 Tulip St. - \$584.39

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

Next Regular Meeting

The next regular meeting will be on Tuesday, October 14, 2025, beginning at 6:30 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, IN

Adjournment

Name		Signature
Kelly Bray, Member	Aye ☐ Nay ☐ Abstain ☐	
John Lillywhite, Member	Aye ☐ Nay ☐ Abstain ☐	
Kenny Costin, Mayor	Aye ☐ Nay ☐ Abstain ☐	
ATTEST		
Name	Signature	Date
Benjamin K. Merida, Clerk-Treasurer		

Reed & Sons Construction, Inc.

299 W Moorman Road
Bloomington, IN 47403
Phone: (812) 824-9237
Fax: (812) 824-6616

Request for Change Order

To: City of Martinsville
59 S Jefferson Street
Martinsville, IN 46151
Project: Martinsville Levee North

RFC No: 07
Date: 9/16/2025
Description:

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$19,257.00 will be added to the contract price.

Original Contract	\$3,442,900.00
Other Approved Change Orders	\$-24,874.50
Total Contract to Date	\$3,418,025.50
This Request	\$19,257.00
Other Pending Requests	\$49,092.51
Total Contract plus Pending RFCs	\$3,486,375.01

Authorized Signature: _____ Date: _____
Reed & Sons Construction, Inc.

Authorized Signature: _____ Date: _____
City of Martinsville

Reed & Sons Construction, Inc.

299 W Moorman Road
Bloomington, IN 47403
Phone: (812) 824-9237
Fax: (812) 824-6616

Request for Change Order

To: City of Martinsville
59 S Jefferson Street
Martinsville, IN 46151
Project: Martinsville Levee North

Subcontracts	Number	RFC	Total
Chain Link Fence Installation	24-0011.06	1	17,640.00
Concrete Paving	24-0011.08	03	700.00
			18,340.00

Description	Pent	Amount
Subcontracts		18,340.00
Total Cost		18,340.00
Labor OH/Profit	15%	0.00
Material OH/Profit	10%	0.00
Equipment OH/Profit	15%	0.00
Sub OH/Profit	5%	917.00
Contract Amount		\$19,257.00

Martinsville Levee North - RFC 7

From Ben Hacker <ben@reedandsonsconstruction.com>

Date Tue 9/16/2025 3:11 PM

To Conner Shipley <cshipley@hwcengineering.com>; Troy Swan <tswan@hwcengineering.com>

Cc Gary Oakes <goakes@Martinsville.in.gov>; Matthew Rollins <matthew@reedandsonsconstruction.com>

 1 attachment (17 KB)

RSC 24-0011.07 RFC - PAD ADDED COST.pdf;

Connor,

Our concrete contractor and fence contractor got back to us late with added costs for fencing and the transformer pad change that Steve forced with the forms on Pad 1. Please see attached RFC 07

Additionally, in regards to the fencing fabric, this was a special-order item due to the odd height. Our vendor is going to attempt to resell it but made no promises as to guarantees of it being sold.

Thanks,



Ben Hacker

Estimator / Project Manager

Phone: (812) 824-9505

Mobile: (812) 269-6266

Email: Ben@reedandsonsconstruction.com

299 Moorman Rd

Bloomington, IN 47403

www.reedandsonsconstruction.com



- Caution: This is an External Email -

ARK FENCING, LLC
 12121 E 1200 N
 Odon, IN 47562-5473 US
 8126171873
 accounting@arkfencingllc.com

Estimate



ADDRESS

Ben Hacker
 Reed and Sons
 299 Moorman Rd Bloomington, IN 47403

ESTIMATE #	DATE
2770	09/04/2025

DATE	DESCRIPTION	FOOTAGE	RATE	AMOUNT
	** Change Order For Additional Fencing **			
	Pump Station 1 Footage 134' - additional 40' to original	40	90.00	3,600.00
	Pump Station 2 Footage 186' - Additional 56' to original	56	90.00	5,040.00
	Pump Station 3 Footage 164' - Additional 52' to original	52	90.00	4,680.00
	Pump Station 4 Footage 138' - Additional 48' to original	48	90.00	4,320.00
	***This Price is to be added to the original quote of \$43,540.00 which was for the original footage of 426' and 4 - 12' wide double swing gates.			

We accept credit card and ACH payments! Please let us know if you'd like to pay electronically and we will update your invoice to include the 3.3% fee for credit cards or 1% fee for ACH payments.
 DISCLAIMER: A.R.K. Fencing, LLC is currently experiencing a high volume of clients. There are several factors that influence the flow of the schedule: weather, materials, health, and safety. We do our best to keep to our word and provide you the best, most efficient service we can. We truly appreciate your patience and understanding!

SUBTOTAL	17,640.00
TAX	0.00
TOTAL	\$17,640.00

Accepted By

Accepted Date

Re: Change - fence

From Ben Hacker <ben@reedandsonsconstruction.com>

Date Thu 10/2/2025 10:37 AM

To Gary Oakes <goakes@Martinsville.in.gov>

Cc Conner Shipley <cshipley@hwcengineering.com>; Troy Swan <tswan@hwcengineering.com>; Buck Reed <buck@reedandsonsconstruction.com>; R Shannon Reed <shannon@reedandsonsconstruction.com>

Gary,

In regards to your previous statement the changes order requested by ARK Fencing.

The core issue stems from the fact that the product was purchased and installed for the City of Martinsville in good faith. The excess fencing was a direct result of necessary design modifications to accommodate the control panels and associated electrical equipment within the poured concrete pads.

The timeframe provided for submitting a change order request was highly fluid, which contributed to ARK's challenges in determining the exact fencing requirements. It's important to note that this situation is not the responsibility of ARK. They acted promptly and diligently to deliver the product as requested and expected—without complaint and in good faith.

Given this, we trust the City will approach the matter with the same level of fairness and integrity.

Thanks,

Benjamin Hacker

Estimator / Project Manager

Phone: (812) 824-9505

Mobile: (812) 269-6266

Email: Ben@reedandsonsconstruction.com

299 Moorman Rd

Bloomington, IN 47403

www.reedandsonsconstruction.com

From: Gary Oakes <goakes@Martinsville.in.gov>

Sent: Friday, September 19, 2025 4:09 PM

To: Ben Hacker <ben@reedandsonsconstruction.com>; Conner Shipley <cshipley@hwcengineering.com>; Troy Swan <tswan@hwcengineering.com>

Subject: Change - fence

Ben,

I'm not in a position to bail the fence guy out. For C.O.3 . The BOW ran me through the ringer regarding the Change and it clearly included fencing.

Sorry,

Gary

- Caution: This is an External Email -

20 # 4

Change - fence

From Gary Oakes <goakes@Martinsville.in.gov>

Date Fri 9/19/2025 4:09 PM

To Ben Hacker <ben@reedandsonsconstruction.com>; Conner Shipley <cshipley@hwcengineering.com>; Troy Swan <tswan@hwcengineering.com>

Ben,

I'm not in a position to bail the fence guy out. For C.O.3 . The BOW ran me through the ringer regarding the Change and it clearly included fencing.

Sorry,
Gary

Re: Martinsville Levee North - RFC 7

From Ben Hacker <ben@reedandsonsconstruction.com>

Date Fri 9/19/2025 12:56 PM

To Conner Shipley <cshipley@hwcengineering.com>

Cc Gary Oakes <goakes@Martinsville.in.gov>; Matthew Rollins <matthew@reedandsonsconstruction.com>; Troy Swan <tswan@hwcengineering.com>

Conner,

I forwarded the invoice from our fencing contractor to Gary as supporting documentation for Change Order #7. When the contractor initially performed the takeoff for the additional fencing, he based it on minor revisions to the drawings that were made prior to the final lift station pad design. Unfortunately, he didn't realize the discrepancy until he was onsite installing the fence. At that point, he had to order additional materials to complete the project. I can send you a copy of the invoice we recently received if needed.

Thanks,

Benjamin Hacker

Estimator / Project Manager

Phone: (812) 824-9505

Mobile: (812) 269-6266

Email: Ben@reedandsonsconstruction.com

299 Moorman Rd

Bloomington, IN 47403

www.reedandsonsconstruction.com

From: Conner Shipley <cshipley@hwcengineering.com>

Sent: Friday, September 19, 2025 9:43 AM

To: Ben Hacker <ben@reedandsonsconstruction.com>

Cc: Gary Oakes <goakes@martinsville.in.gov>; Matthew Rollins <matthew@reedandsonsconstruction.com>; Troy Swan <tswan@hwcengineering.com>

Subject: RE: Martinsville Levee North - RFC 7

Good Morning Ben,

It was our understanding that the added costs for both increasing the size of the concrete pads, electrical equipment relocation, and increasing the length of fence were already

included in the Change Order #3 amount, which has already been approved. The justification letter for Change Order #3 includes additional grading, excavation, concrete, fencing, and electrical equipment relocation in the amount of \$35,720.00. Even in the original request for change order #3 there are subcontract line items for electrical, concrete, and fencing at lift stations 1-4. If we need to discuss this further, please let me know and I can get a meeting scheduled.

Understood regarding the fencing fabric.

Thanks,

Conner Shipley, PE

Project Engineer

M: 812-841-6950 | D: 812-514-5014

601 S. Third Street, Terre Haute, IN 47807

HWC Engineering

hwcengineering.com



 3Yt4M_wDNEGJd-omiunRgg

From: Ben Hacker <ben@reedandsonsconstruction.com>

Sent: Tuesday, September 16, 2025 3:11 PM

To: Conner Shipley <cshipley@hwcengineering.com>; Troy Swan <tswan@hwcengineering.com>

Cc: Gary Oakes <goakes@martinsville.in.gov>; Matthew Rollins <matthew@reedandsonsconstruction.com>

Subject: Martinsville Levee North - RFC 7

Connor,

Our concrete contractor and fence contractor got back to us late with added costs for fencing and the transformer pad change that Steve forced with the forms on Pad 1. Please see attached RFC 07

Additionally, in regards to the fencing fabric, this was a special-order item due to the odd height. Our vendor is going to attempt to resell it but made no promises as to guarantees of it being sold.

Thanks,



Ben Hacker

Estimator / Project Manager

Phone: (812) 824-9505

Mobile: (812) 269-6266

Email: Ben@reedandsonsconstruction.com

299 Moorman Rd

Bloomington, IN 47403



- Caution: This is an External Email -

Re: Martinsville Levee North - RFC 7

From Gary Oakes <goakes@Martinsville.in.gov>

Date Tue 9/16/2025 3:19 PM

To Ben Hacker <ben@reedandsonsconstruction.com>; Conner Shipley <cshipley@hwcengineering.com>; Troy Swan <tswan@hwcengineering.com>

Cc Matthew Rollins <matthew@reedandsonsconstruction.com>; Joe Miller <jmiller@banning-eng.com>

Ben,

I'm going to need to see a lot more substantiation for these costs. At the last BOW for the prior change, they grilled me for 15 minutes over the high cost and wanting to blame Banning for the mistake.

Gary

From: Ben Hacker <ben@reedandsonsconstruction.com>

Sent: Tuesday, September 16, 2025 3:10 PM

To: Conner Shipley <cshipley@hwcengineering.com>; Troy Swan <tswan@hwcengineering.com>

Cc: Gary Oakes <goakes@Martinsville.in.gov>; Matthew Rollins <matthew@reedandsonsconstruction.com>

Subject: Martinsville Levee North - RFC 7

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Thanks,



Ben Hacker

Estimator / Project Manager

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Mobile: (812) 269-6266

Email: Ben@reedandsonsconstruction.com

299 Moorman Rd

Bloomington, IN 47403

www.reedandsonsconstruction.com





Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q15900
9/17/2025

Bill To

Martinsville Water & Sewer
Utility Department
Martinsville Water & Sewer
Utility Department
390 S Mulberry St
Martinsville IN 46151
United States
Martinsville IN 46151
United States

Ship To

Martinsville Water & Sewer
Utility Department
Martinsville Water & Sewer
Utility Department
390 S Mulberry St
Martinsville IN 46151
United States
Martinsville IN 46151
United States

TOTAL

\$629,452.40

Sales Rep: Jon-Erik Bennett

Expires	PO #	Quote Information	Shipping Method
10/17/2025		HX-15	

Item	Description	Qty	Price	Extended Price
SEWER-HX-15-TA	RamVac HX-15 Western Star 4700/47X Detroit Diesel Engine Allison Transmission FREIGHT INCLUDED SEE ATTACHED BUILD SHEET FOR SPECS	1	\$643,364.00	\$643,364.00
SOURCEWELL ALLOWANCE	Sourcewell Discount	1	(\$13,911.60)	(\$13,911.60)



Contract # 122017-SCA

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

Subtotal \$629,452.40

Tax (0%) \$0.00

Total \$629,452.40



PHOTO FOR REFERENCE ONLY. QUOTED UNIT MAY DIFFER

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



1590 Dutch Road | Dixon, IL 61021

p 815.835.5566 | f 815.284.5600

www.SewerEquipment.com

September 18, 2025

PO#

Product Class:

Payment Terms:

REV:

Distributor: **BEC**

WO#

Salesman: **JON-ERIK BENNETT**

End User: **MARTINSVILLE WATER & SEWER**

Address:

City, State, Zip:

Phone:

Contact:

Email:



HX-15 Hydroexcavator

Water System:

1300 gal Duraprolene tank capacity
Hydraulic Powered Water Pump Via
Transmission PTO Drive
(0 - 10 gpm @ 3000 psi)
Water Pressure Display
400,000 BTU Water Heater
2.5" Hydrant Fill system w/ 25' hose
Air Purge Valve, Recirculation
System and Wash Station
75' of 3/8" Hose w/ retractable reel

Electrical:

NEMA 4 Control Panel
Wireless Remote Control
Hour Meter

Compartment:

Steel shroud encloses all water components
80,000 BTU Compartment Heater
Roll Up Doors
Heated Equipment Locker

Vacuum System:

4400 CFM Blower
8" Vacuum Hose system
18" HG vacuum rating
Cyclone Separator
Heavy Duty Final Filter Box
Vacuum Enhancer
Directional Discharge System
Hydrostatic Blower Drive via rear
mount chassis engine pump drive

Boom:

Powered boom
330° Working Radius
Boom Reach - 20' extendable to 25'
(2) Boom Mounted Work Lights

Truck:

Mounting to approved chassis
(2) Alum Toolbox 18"x18"x30" Driver Side
Alum Toolbox 18"x18"x30" Passenger Side
Mud flaps, Bumper
LED D.O.T. approved lighting

Debris Tank:

15 cubic yards (3000 gl) Debris Tank
Hydraulic Dump, 50° Dump Angle (Cylinder)
Debris Level Indicator
Debris Tank Flush
Fold Down Pipe Rack
Hydraulic Powered Open/Close Rear Door

Accessories:

(4) 8" x 6' Extension Tubes
(5) Quick Clamps 8"
(1) 8" x 6' Digging Tube
Kit, Wand, Digging, Hydro-Ex Truck
Wand, Digging, Hydro-Ex Truck
Washdown Gun Kit & Nozzle
(1) Hydrant Wrench
25' Fill Hose
(1) Paper Owner's Manual

BASE UNIT AS OUTLINED ABOVE

1

LIST PRICE OF SELECTED OPTIONS: \$ -
LESS PERCENTAGE DISCOUNT (enter % →) \$ -

Factory Supplied Chassis

NET PRICE OF UNIT: \$ -

Select ----->

Select ----->

ESTIMATED FREIGHT:

ESTIMATED TOTAL: \$ -

STANDARD OPTIONS:

ENCLOSURE AND TOOL TRAYS:

BEHIND CAB EXPANDED METAL TOOL TRAY (8"H x 10"W x 62"L)
UPGRADE TO ALUMINUM SHROUD
HEAT REFLECTIVE SPRAY-IN INSULATION
POLAR PACK INSULATION SYSTEM
DEDUCT FOR NO WATER HEATER
DEDUCT TO REMOVE COMPARTMENT HEATER

LIST PRICE QTY TOTAL

WATER SYSTEM ATTACHMENTS:

WINTERIZATION SYSTEM (Includes 10 gallon antifreeze tank)
2" WYE-STRAINER ON INLET FILL SYSTEM
UPGRADE WATER PUMP TO 18GPM @ 3,000PSI PLUNGER STYLE TRIPLEX WATER PUMP W/ 30
MINUTE RUN DRY CAPABILITY
800,000 BTU WATER HEATER RATED 20GPM @ SYSTEM PRESSURE

1
1
1

DUAL OPERATOR STATION (Includes second reel w/ 75' x 3/8" hose, complete set of digging wands, and extensions)			
VARIABLE DEGREE WASHDOWN GUN (in lieu of standard washdown gun)		1	
EXCAVATION SYSTEM(S) ATTACHMENTS:			
PTO DRIVEN 185 CFM & 150 PSI AIR COMPRESSOR (includes air digging tool, air hose, and retractable reel. Requires access to both transmission PTO windows on either manual or automatic transmissions)			
PTO DRIVEN 300 CFM & 110/250 PSI AIR COMPRESSOR (includes air digging tool, air hose, and retractable reel. Requires access to both transmission PTO windows on either manual or automatic transmissions)			
ADDITIONAL AIR DIGGING TOOL			
DEBRIS INLET WATER MISTING SYSTEM			
UPGRADE TO BAND LOCK ADAPTERS & CLAMPS			
ADDITIONAL EXTENSION WAND w/ HIGH FLOW QUICK CONNECT			
ADDITIONAL ROTARY DIG WAND w/ HIGH FLOW QUICK CONNECT & ROTARY DIG TIP - (select flow rate)			
LINEAR DIG WAND w/ HIGH FLOW QUICK CONNECT & LINEAR DIG TIP w/ 4 ORIFICES - (select flow rate)			
HYDRAULIC TOOL CIRCUIT - (9.5GPM w/ hand control valve and quick connects)			
VACUUM OPTIONS:			
Vacuum Breaker Option (4400 CFM blower only)		1	
8" Vacuum Tube Handle - Clamp			
DEBRIS BOX & BOOM:			
DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven pump rated @ 800GPM, includes decant screen and accessories)		1	
CENTRAL LUBRICATION SYSTEM		1	
DEBRIS BODY VIBRATOR SYSTEM (12V electric switch near dump controls)		1	
DEBRIS LIQUID LEVEL AUDIBLE ALARM (Level set point is adjustable.)			
UPGRADE TO TELESOPING BOOM			
BOOM CATWALK (access to entire length of boom, located on driver's side, and complete with tether tie-offs)		1	
DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)			
DEBRIS TANK BIN METER (Opens vacuum relief system once debris tank reaches capacity. Requires vacuum relief system to be ordered.)			
BOOM OUT OF REST ALARM (triggers alarm in cab to indicate boom is not properly stored)			
ELECTRICAL & LIGHTING:			
GROUNDING REEL & SPIKE (75')			
LED AMBER STROBE LIGHT		1	
LED ARROW STICK		1	
LED BODY MOUNTED WORK LIGHTS (2 lights mounted on shroud)		1	
LED REAR MOUNTED WORK LIGHTS (2 lights mounted above rear door)		1	
HAND-HELD WIRELESS LED SPOTLIGHT (rechargeable with 12v and 110v and includes storage bracket)			
LED STROBE LIGHT PACKAGE (6 lights total - 2 lights in grill, 1 light right side, 1 light left side, and 2 lights on rear)			
PREMIUM STROBE LIGHT PACKAGE (12 lights total)		1	
WIRELESS REMOTE WATER PRESSURE CONTROL		1	
DC/AC 2000W PURE SINE WAVE POWER INVERTER (inverter mounted in cab w/ 1 GFCI power outlet in cab and 1 GFCI power outlet at midship on curbside of unit)			
UPGRADE TO BELLY PACK LITE REMOTE TRANSMITTER		1	
CHASSIS:			
NON-STOCK CHASSIS MOUNTING ALTERATIONS			
GPS LOCATION SYSTEM (requires \$55/mo service fee)			
AIR PURGE SYSTEM (powered via chassis air system)		1	
REAR BACKUP CAMERA W/ 7" COLOR MONITOR MOUNTED IN CAB			
REAR BACKUP CAMERA W/ BLIND SPOT CAMERAS AND 7" COLOR MONITOR MOUNTED IN CAB		1	
ON-BOARD SCALE SYSTEM (display mounted in cab)			
ON-BOARD SCALE SYSTEM (display mounted in cab w/ second display on wireless remote, requires wireless pendant option)			
TOW PACKAGE (20,000 lbs. maximum towing capacity with combination heavy duty ball hitch, brake controller, and 7 pin RV type receptical. Subject to chassis approval.)			
SIX 28" D.O.T. SAFETY CONES AND HOLDER		1	
PAINT (SHROUD & DEBRIS TANK):			

DEBRIS TANK - STANDARD WHITE (specify color in special options)	Standard White		
BOOM - STANDARD BLACK (specify color in special options)			
SHROUD - ALUMINUM OR STEEL STANDARD WHITE (specify color in special options)			
FRAME & HOSE REEL SLIDE - STANDARD BLACK (specify color in special options)			
CONTACT FACTORY FOR METALLIC PAINT AND CLEAR COAT OPTIONS	Contact Factory		
MANUALS & TRAINING:			
ADDITIONAL PAPER OPERATOR'S MANUAL			
USB OPERATOR'S MANUAL		1	
TRAINING AT CUSTOMER'S LOCATION (1 day)			
TRAINING AT CUSTOMER'S LOCATION (additional day)			
SEWER UNIVERSITY FOR HX MODELS			
SPECIAL ITEMS:			
Non-Stock Chassis			
Make:	Year:	Model:	VIN:
SIGNATURE		DATE	
Please return a signed copy to bigequipment@SewerEquipment.com			



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q15900
9/17/2025

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES INCLUDING ANY TARIFFS THAT MAY ARISE. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q15900
9/17/2025

TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

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Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q15900
9/17/2025

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

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19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in- stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Name(Printed)

Signature

Title

Date

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Parts Quote

#Q15731
9/4/2025

Bill To

Martinsville Water & Sewer Utility
Department
Martinsville Water & Sewer Utility
Department
390 S Mulberry St
Martinsville IN 46151
United States
Martinsville IN 46151
United States

Ship To

Martinsville Water & Sewer Utility
Department
Martinsville Water & Sewer Utility
Department
390 S Mulberry St
Martinsville IN 46151
United States
Martinsville IN 46151
United States

TOTAL

\$3,202.10

Sales Rep: Jon-Erik Bennett

Expires

10/4/2025

PO #**Shipping Method**

Item	Quantity	Price	Extended Price
DIG-174-741	1	\$154.00	\$154.00
3' LANCE, ALUM, 303 SS ENDS			
DIG-106-724	2	\$163.00	\$326.00
5' LANCE, ALUM, 303 SS ENDS			
DIG-162-425	2	\$228.00	\$456.00
SILENCER REFRESHER KIT, 8.0			
DIG-163-850	1	\$550.00	\$550.00
Silencer 8.0 - Rotary Nozzle 8.0 GPM 1/2" FNPT			
DIG-133-191	1	\$550.00	\$550.00
Dig Pig Silencer Nozzle 10.0 1/2" MNPT Inlet, 4300 PSI Rating			
DIG-189-320	2	\$228.00	\$456.00
SILENCER REFRESH KIT #10			
UEM-GHP8-6X78FHX	1	\$398.60	\$398.60
HDPE 8" TO 6" DIG TUBE WITH FLAT FLANGE/CUFF - 78"			
ASP-EZ86R460HX	1	\$311.50	\$311.50
TUBE, 8" EZ FLANGE TO 4" x 60" ALL ALUM HYDRO			

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

Subtotal \$3,202.10

Tax (0%) \$0.00

Total \$3,202.10

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THE PRICES STATED IN THE ESTIMATE ARE AN APPROXIMATION BASED ON CURRENT PRICING WHEN ESTIMATE IS PROVIDED. THUS, PART PRICES MAY BE SUBJECT TO CHANGE. ANY PART DELAYS ARE BEYOND OUR CONTROL. CUSTOMER WILL BE INFORMED OF ANY SIGNIFICANT CHANGES IN COST OR DELAYS IN RECEIVING PARTS. THE ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. THEREFORE, THE CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES.

WHILE IT IS OUR OBJECTIVE TO PROVIDE THE MOST RELIABLE FREIGHT AND SHIPPING COSTS, ADDITIONAL SURCHARGES INCLUDING ANY TARIFFS MAY APPLY TO YOUR FINAL INVOICE. THEREFORE, THIS ESTIMATE IS BASED ON AN APPROXIMATION OF FREIGHT AND SHIPPING COSTS AND IS NOT GUARANTEED. THE CUSTOMER IS RESPONSIBLE FOR ALL ADDITIONAL FREIGHT AND SHIPPING COSTS PROVIDED ON THE FINAL INVOICE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.

WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

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TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.
2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
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5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.
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8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.
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12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

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15. **TAXES.** Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

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22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Name(Printed)

Signature

Title

Date

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SEWER ADJUSTMENT APPLICATION

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

Account Number 6 12900 00

Date 9/30/25

Name SOAP AND SUN TROY GILL

Phone 765-913-8474

Email Address SOAPANDSUN@GMAIL.COM

Service Address 310 E. MORGAN STREET, MARTINSVILLE IN 46151

Month of Excessive Bill SEPTEMBER 2025

Excessive Bill Amount \$ 5,143.93

Did the water pass through the sewer? Yes

☒ No

Detailed description of leak A HOLE SPRUNG OPEN IN THE COLD WATER SIDE. THE 2" COPPER PIPE IS UNDER THE CONCRETE SLAB. AND NO WAY OF HEARING IT OR SEEING IT.

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

Name JOHANSON PLUMBING

Phone 317-881-7738

Address SSS INDUSTRIAL DR, FRANKLIN, IN 46131

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0

Excessive Usage 3254

Excessive Sewer Amount \$ 3671.37

Average Usage 1965

Average Sewer Amount \$ 2219.96

Requested Adjustment Amount \$ 1451.41

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