

More than a Project™

April 20, 2026

Mr. Matt Reuss, Superintendent
Town of Liberty, Indiana
P.O. Box 7
One South Fairground
Liberty, Indiana 47353

Re: Proposal for Professional Services
Harrison Street Emergency Water Main Replacement

Dear Matt:

Wessler Engineering, Inc. (ENGINEER) is pleased to present this Proposal to the Town of Liberty (hereinafter referred to as OWNER) to provide Professional Services in conjunction with design services for the Harrison Street Emergency Water Main Replacement.

I. PROJECT DESCRIPTION

The OWNER has experienced several water main breaks along Harrison St. The breaks occurred on the existing 4" water main after a significant storm and lightning strike. It is believed that the lightning strike created a "steam pocket" in the water main, causing pressure spikes and the numerous breaks along this stretch of pipe. Additionally, the OWNER has an 8" VCP sanitary sewer with joint exposed at the creek crossing.

This proposal provides for the survey, design, permitting, and bidding phase assistance to replace the existing 4" water main and tie-over existing water services to the parallel 8" water main along Harrison St. The total length of improvements is approximately 1,500 LFT, including distance of pipe for service line tie overs. IDEM permitting will be completed as an "Emergency Permit", requiring the work to proceed 30-days after permit issuance. Sanitary sewer replacement will also be captured on the drawings, replacing the existing sewer at the same alignment and grade, with ductile iron piping. Bypass pumping provisions will be included in the bidding documents. Herein referred to as PROJECT.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

A. Design Phase

1. Meetings and Coordination
 - a. Prepare for and conduct a kick-off meeting with the OWNER to confirm the OWNER's objectives and the ENGINEER's approach. This meeting will be used to clarify responsibilities and how information exchange will be managed between the OWNER and ENGINEER and will provide both parties the opportunity to discuss design related issues and agree upon the final design criteria.
 - b. Prepare for and attend up to two (2) PROJECT-related meetings. Two (2) of these meetings will include 30% and 90% Design reviews. The 30% design review will include a field check of existing utilities and alignment.
 - c. Provide meeting notes to all participants after meetings.
2. Project Management
 - a. Provide project management services for the duration of the project including quality control, quality assurance, and regular communication with OWNER.
 - b. Perform coordination with other entities as necessary to discuss the planned project and regulatory review/approval processes.
3. Topographical Survey
 - a. Request underground utility locates by Indiana Underground Plant Protection Services.
 - b. Prepare a survey notification letter with PROJECT information for OWNER to distribute to residents.
 - c. Set control points and temporary benchmarks to establish horizontal and vertical control for purposes of performing the topographic survey and for use in construction of the PROJECT. The survey will be completed in the State Plane Coordinate System with the elevation control denoted.
 - d. Conduct a topographic survey of the PROJECT area. The survey will include locating existing surface features, surface elevations, existing sewer inverts, utility facilities marked in the field by the utility companies, and other visible and accessible physical features that are required for the design of the PROJECT.
 - e. Conduct a field check of the survey.
 - f. Notify OWNER of discrepancies found between utilities that are believed to be present and what was located in the field.

4. Water Main Design
 - a. Evaluate the options for open cut versus directional drilling installation methods for the water main conducive to existing field conditions.
 - b. Conduct a field check to confirm and finalize the preferred water main alignment, location of appurtenances, and method of installation with OWNER.
 - c. Design Drawings and Specifications The project will include 30%, and 90% Design submittals and review workshops.
 - 1) Prepare 30% Design Phase documents consisting of:
 - a) Drawings showing the existing topographical survey, property lines, rights of way, and easements, with preliminary water main routes.
 - b) Identification of potential utility conflicts.
 - c) Identification of potential easements needed.
 - d) Estimate of work quantities and probable construction cost.
 - 2) Furnish two (2) review copies and one digital (pdf) copy of the 30% Design Phase documents to OWNER and review them with OWNER at a 30% Design Review Workshop. The workshop will include sufficient presentation materials so that each item can be adequately reviewed by OWNER for input and decisions that ENGINEER shall incorporate into the design. Within seven (7) days of the work session, OWNER shall submit to ENGINEER any additional comments and instructions for revisions to the 30% Design Phase documents.
 - 3) Following OWNER's review and approval of 30% Design Phase documents, prepare 90% Design Phase documents. The 90% Design Phase documents will include the scope, extent, and character of the Work to be performed and furnished by Contractors and will consist of:
 - a) 90% Design drawings, which will include revisions to the 30% Design drawings including the following:
 - (1) A full set of drawings: General Sheets, Water Main Plans and Profiles, Water Details, Maintenance of Traffic, Erosion Control and Miscellaneous Details.
 - b) Project Manual consisting front-end legal and contractual documents, technical specifications, and applicable appendices.
 - c) Updated estimate of work quantities and probable construction cost.
 - d) Draft regulatory permit applications.
 - 4) Furnish two (2) review copies and one digital (pdf) copy of the 90% Design Phase documents to OWNER and review them with OWNER at a 90% Design Review Workshop. The workshop will include a review of the 30% Design Review workshop decisions and a discussion of any new issues that have been identified since the 30% Design Review Workshop.

Within seven (7) days of the work session, OWNER shall submit to ENGINEER any additional comments and instructions for revisions to the 90% Design Phase documents.

- 5) Revise the 90% Design Drawings and Specifications in accordance with comments and instructions received from the OWNER from the 90% Review Workshop.
 - 6) Print sufficient copies and submit to reviewing and approving agencies. Regulatory review comments shall be addressed in order to obtain the necessary construction permits.
 - 7) Submit Bid Documents and final work quantities and opinion of probable construction costs to OWNER. Furnish two (2) hard copy sets and one digital (pdf) copy.
 - 8) In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the 90% Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.
 - 9) The number of prime contracts for Work designed or specified by ENGINEER upon which ENGINEER's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, ENGINEER shall be entitled to an equitable increase in compensation under this Agreement.
5. Regulatory Approvals / Permits
- a. Prepare technical criteria, written descriptions, design data, exhibits, and assistance to OWNER in preparing and filing applications for permits from, or approvals of, governmental authorities having jurisdiction to review or approve the final design of the PROJECT.
 - b. Provide permit coordination to assist in addressing comments from, and in consultations with, such authorities.
 - c. The following applications for permit/approvals are included:
 - 1) Construction Permit: Indiana Department of Environmental Management (IDEM) Drinking Water Branch (Water)
 - 2) Construction Permit: Indiana Department of Environmental Management (IDEM) Office of Water Quality Branch (Wastewater)
 - 3) Water Quality Certification (Section 401 Permit): Indiana Department of Environmental Management (IDEM)
 - 4) Section 404 Permit: U.S. Army Corps of Engineers

- d. It is understood OWNER will assist in gathering information needed for permit applications and will pay all permit application fees.

ENGINEER's services under the Design Phase will be considered complete on the date when the Bid Documents have been delivered to OWNER and permits have been obtained.

B. Bid Phase

After acceptance by OWNER of the Bid Documents, and upon authorization by OWNER to proceed with Bid Phase Services, ENGINEER shall:

1. Assist in advertising for and obtaining Bids for the Work.
2. Maintain a record of prospective Bidders to whom Bid Documents have been issued. Coordinate and process prospective Bidders payments for the Bid Documents.
3. Conduct a pre-Bid conference and prepare minutes of the meeting for distribution.
4. Respond to Bidder's questions and issue Addenda as appropriate to clarify, correct, or change the Bid Documents.
5. Provide information or assistance needed by OWNER in the course of any negotiations with Bidders.
6. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Bidders for those portions of the Work as to which such acceptability is required by the Bid Documents.
7. Attend the Bid opening, prepare Certified Bid tabulation, and assist OWNER in evaluating Bids. Prepare and submit a Bid Summary letter to OWNER.
8. Assemble and assist OWNER in awarding contract documents for the Work.
9. Prepare a Notice of Award to the successful contractor, award instruction letter, and Construction Agreement.
10. Prepare and submit Post-Bid documents to SRF to obtain SRF authorization to award the Contract.

ENGINEER's services under the Bid Phase will be considered complete upon signing of the Construction Agreement between OWNER and Contractor, or upon cessation of negotiations with prospective Contractors.

III. ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

- A. Construction Administration Services.
- B. Resident Project Representative Services.

IV. OWNER'S RESPONSIBILITIES

OWNER's responsibilities are contained in Attachment No. 1, Standard Terms and Conditions.

V. INFORMATION TO BE PROVIDED BY OWNER

Owner is to secure new easement.

VI. SUBCONSULTANTS

ENGINEER reserves the right to add, remove, or replace Subconsultants with prior written approval from OWNER per the terms and conditions contained in Attachment No. 1, Standard Terms and Conditions.

VII. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article II.A through II.B shall be on a lump sum fee basis as follows. ENGINEER may allocate dollars between the individual tasks within the total lump sum fee; however, the total lump sum fee shall not be exceeded without prior written approval of the OWNER.

Article II.A – Design Phase	\$68,500.00
Article II.B – Bid Phase	\$ 6,000.00
Total Lump Sum Fee:	\$74,500.00

- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

VIII. SCHEDULE

The proposed schedule is as follows and assumes Agreement approval on 04/20/2026:

Activity	Date
Kickoff	April 2026
Survey	April 2026
Design	May 2026
Submit Permits	May 2026
Quote	June 2026
Receive Permits/Open Bids	July 2026
Begin Construction	August 2026

IX. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this Proposal are included as Attachment No. 1.

If this Proposal meets with your approval, it will become a Professional Services AGREEMENT by signing in the space provided below and will serve as our written Notice-to-Proceed upon the signature date. Please return one fully executed copy for our file and record.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.



IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this 20th day of APRIL, 2026.

ENGINEER
WESSLER ENGINEERING, INC.

OWNER
TOWN OF LIBERTY, INDIANA

Dylan Lambermont

Jerry Kahl

Dylan L. Lambermont, P.E.
President

~~Matt A. Reuss~~ *Jerry Kahl*
Utilities Superintendent Council President

Attest: *Adam M. Sitka*
Adam M. Sitka, P.E.
Senior Project Manager

Attest: *Melissa Shepler*
Melissa Shepler
Clerk-Treasurer

Date: 04/16/2026

Date: 04/20/2026

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:
Town of Liberty
One South Fairground, P.O. Box 7
Liberty, IN 47353

AMS/dmk Clients:/Liberty/Proposals/P03897/Harrison St Emergency WM Replace

Attachments: No. 1 – Standard Terms and Conditions
No. 2 – E-Verify Affidavit



ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or

relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

ATTACHMENT NO. 2
E-Verify Affidavit

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

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

(Engineer): _____ Wessler Engineering, Inc. _____

By (Written Signature): _____  _____

(Printed Name) _____ Dylan L. Lambermont _____

(Title): _____ President _____

Important – Notary Signature and Seal Required in the Space Below

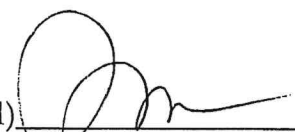
STATE OF INDIANA _____

SS:

COUNTY OF MARION _____

Subscribed and sworn to before me this 5th day of January, 2026.



(Signed) _____  _____

Dawn M. Keyler

My commission expires August 14, 2032

Residing in Marion County, State of Indiana