



More than a Project™

April 16, 2026

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

Re: Proposal for Professional Services
Water System Asset Management Plan – Quadrennial Reporting Assistance

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 preparation of an Asset Management Plan for your drinking water system.

I. PROJECT DESCRIPTION

House Enrolled Act 1459 (“HEA 1459”), effective July 1, 2025, added Indiana Code (IC) § 8-1-2-128, which requires water and wastewater utilities not subject to Indiana Utility Regulatory Commission (IURC) jurisdiction to submit quadrennial reports on their asset management programs. IURC oversight of asset management programs and becoming subject to IURC jurisdiction represent potential consequences for noncompliant utilities and utilities with deficient programs.

On September 24, 2025, via General Administrative Order (GAO) 2025-03, the IURC issued guidance on the quadrennial reporting. In GAO 2025-03, the IURC set forth that during the first quadrennial reporting cycle, which began on January 1, 2026, water utilities with legal names beginning with “A-L”, such as Town of Liberty, are required to file their first asset management program report by July 1, 2026. Similarly, wastewater utilities with legal names beginning with “A-L” are required to file their first asset management program report by July 1, 2028. Utilities providing both water and wastewater services, such as the Town of Liberty, will be required to report separately for each service in accordance with the established reporting dates. Asset management program reports will need be submitted online to the IURC via a questionnaire that will be accessed through the IURC website.

Ahead of the July 1, 2026, reporting deadline, OWNER has reached out to Wessler Engineering, Inc. for assistance with preparing and submitting, to the IURC, its first quadrennial water asset management program report. Herein referred to as PROJECT.

This agreement provides for assistance in completing and submitting the IURC questionnaire to maintain compliance with the GAO.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

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

A. STUDY PHASE

1. Project Management

- a. Provide project management throughout the duration of the PROJECT including managing resources, facilitating communication, and providing quality control and quality assurance to ensure successful completion of the PROJECT.

2. Define Existing Asset Management Program

- a. The starting point for the development of any asset management program (AMP) is a definition and diagnosis of the utility's current asset management efforts. This involves understanding the system information the utility already has on hand, its current asset management efforts, its resources, and its capabilities to develop a clear picture of its existing asset management program and its strengths, weaknesses, opportunities, and needs. Under this task, ENGINEER will prepare for and conduct an existing program workshop with OWNER to discuss its existing water asset management program. The focus of this workshop will be obtaining information required to complete the IURC questionnaire.
- b. Attendees of the workshop should include, at a minimum, OWNER's staff, as such staff have extensive knowledge of its current asset management efforts. ENGINEER will coordinate with OWNER to schedule the workshop at a time convenient for all attendees.
- c. The outcome of the workshop will be documentation of OWNER's existing water asset management program, including information yet to be gathered. Documentation of the program will include the following information:
 - 1) basic information about the utility (e.g., legal name, contact information)
 - 2) status of asset management efforts (e.g., status of asset mapping, inventory, and assessment; status of water and energy conservation efforts; status of cybersecurity assessment)
 - 3) information about managerial capabilities (e.g., status of written summary of utility system; documentation of operator certifications and licenses;

status of system operation and maintenance plan; status of written standard operating procedures)

- 4) information about financial capabilities (e.g., copies of current and historical financial statements; copies of current and historical annual budgets; documentation of budgeting procedures; documentation of most recent review of rates and charges)
- 5) information about legal capabilities (e.g., identification of and contact information for legal counsel; copy of enabling statute or ordinance; status of applicable federal and state orders)

3. Reporting Assistance

- a. Once the questionnaire becomes available on the IURC website and, prior to the July 1, 2026, reporting deadline, assist OWNER with completing such questionnaire, which will represent OWNER's first quadrennial water asset management program report to IURC.
- b. Use the results of the existing program workshop to assist OWNER with completing such questionnaire. Based on existing available information, ENGINEER understands that the following information will need to be included in the first report:
 - 1) basic information about the utility (e.g., legal name, contact information)
 - 2) status of asset management efforts (e.g., status of asset mapping, inventory, and assessment; status of water and energy conservation efforts; status of cybersecurity assessment)
 - 3) information about managerial capabilities (e.g., status of written summary of utility system; documentation of operator certifications and licenses; status of system operation and maintenance plan; status of written standard operating procedures)
 - 4) information about financial capabilities (e.g., copies of current and historical financial statements; copies of current and historical annual budgets; documentation of budgeting procedures; documentation of most recent review of rates and charges)
 - 5) information about legal capabilities (e.g., identification of and contact information for legal counsel; copy of enabling statute or ordinance; status of applicable federal and state orders)
- c. This Proposal reflects ENGINEER's current understanding of the information that will need to be included in OWNER's first quadrennial water asset management program report. Such understanding is based on the contents of GAO 2025-03 and is subject to change once such questionnaire becomes available. Additional or more detailed information may ultimately need to be included in OWNER's first quadrennial water asset management program report than reflected herein, which may create the need for additional data collection, either in the office or in the field. The provision of such additional

professional services by ENGINEER will be addressed in accordance with Article III.

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.

IV. OWNER'S RESPONSIBILITIES

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

- A. Attend and actively participate in all meetings and workshops conducted by ENGINEER.

V. INFORMATION TO BE PROVIDED BY OWNER

- A. OWNER to provide ENGINEER with all existing available information regarding its current asset management program, including existing available water system mapping and asset inventories, information about current asset management efforts, and information about its managerial, financial, and legal capabilities, including its resources and capabilities.

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 shall be on a time and materials basis in the not-to-exceed amount of \$5,000.00 as follows. The total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.

| | |
|----------------------------|------------------|
| Article II.A – Study Phase | \$5,000.00 |
| <hr/> Total Estimated Fee: | <hr/> \$5,000.00 |



- 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 assumed receiving NTP on April 20, 2026:

| Activity | Days from Notice-to-Proceed |
|---------------------------|--------------------------------------|
| Kick-off Meeting | 15 days |
| Existing Program Workshop | 45 days |
| Reporting Assistance | 60 days (on or before June 30, 2026) |

Please note that the PROJECT schedule is ultimately dependent upon OWNER attending and actively participating in all meetings and workshops conducted by ENGINEER and OWNER providing ENGINEER with all existing available information regarding its current asset management program, with completion of the Study Phase dependent upon the time it takes to receive input and information from OWNER.

The Notice-to-Proceed date shall be the date upon which a fully executed copy of this AGREEMENT is received by ENGINEER.

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.



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

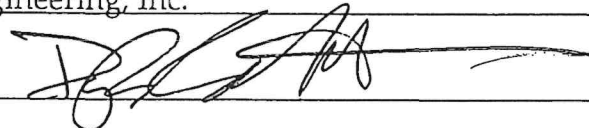
A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer 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 _____

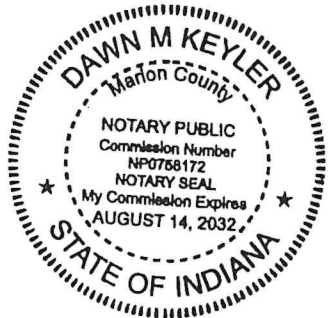
Important – Notary Signature and Seal Required in the Space Below


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

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/P03896/Water AMP

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

