



More than a Project™

March 3, 2026

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

Re: Proposal for Professional Services
2025 Water Loss Audit and Validation

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 a Water Loss Audit and Water Loss Audit Validation (herein referred to as PROJECT).

I. PROJECT DESCRIPTION

The PROJECT shall consist of completing a water loss audit for calendar year 2025 in accordance with guidelines published by the American Water Works Association (AWWA) in its Manual of Water Supply Practices M36 and completing a Level 1 Validation of the audit in accordance with guidelines published by the Water Research Foundation for submittal to the Indiana Finance Authority (IFA) by the OWNER. The audit will be completed using AWWA Water Audit Software Version 6.0.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

ENGINEER shall provide the following Professional Services:

A. AWWA M36 Water Audit

1. Provide OWNER with a written summary of needed water system data necessary for the completion of the Water Loss Audit.
2. Obtain and review OWNER's water system data and calculate the difference between water pumped and water consumed in the system.
3. Review water consumption data and calculate billed metered, billed unmetered, and unbilled water consumption volumes.
4. Estimate unauthorized water consumption, customer metering inaccuracies, and data handling error for use in determining apparent and real water loss.

5. Update any changes in the OWNER's length of mains, number of service connections and water system pressure in order to estimate water system losses.
6. Calculate a cost to produce water for use in quantifying the overall cost of non-revenue water.
7. Discuss with water system and related utility personnel any updates to their procedures related to the water department processes and procedures, including metering, maintenance, testing, calibration, billing and record keeping.
8. Assign industry standard data validity grades to the water system with regards to current water processes and procedures.
9. Input the information collected above into the AWWA M36 Water Audit Software Version 6.0 for development of performance indicators, a water balance worksheet, and a grading matrix for audit components.
10. Estimate the overall annual cost of non-revenue water in terms of water production cost and retail water cost.
11. Provide a copy of the audit and results to the OWNER in the form of a report, consisting of a summary of the audit, grading, recommended improvements, matrix with steps for improving your audit score, and water loss control plan with recommendations for improving your validity score.
12. Compare the results of the completed Water Loss Audit with the last available completed audit and provide a summary with noted differences to OWNER.

B. Level One Validation

1. Evaluate OWNER's water loss audit and supporting documentation to confirm that the water loss audit has been prepared in accordance with guidelines published by the American Water Works Association (AWWA) in its Manual of Water Supply Practices M36. This will be completed by a certified validator from ENGINEER who did not work on the audit.
2. Identify any data and procedural mistakes, where evident, and correct them.
3. Review the selection of data validity grades (DVGs) and adjust if needed.
4. Revise water loss audit, as required.
5. Provide the supporting documentation to the OWNER that ENGINEER used to complete the validation.
6. Provide a signed Certificate of Validation by an Indiana Certified Water Loss Audit Validator to the OWNER for submittal to the IFA before the deadline of August 1, 2026.

III. ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, the ENGINEER agrees to furnish Additional Professional Services in conjunction with the Project including, but not limited to:

- A. Assist OWNER with review and evaluation of their raw data used as input for the water loss audit.
- B. Evaluate how OWNER's staff gathers/handles data for input that could help identify mistakes.
- C. Assist OWNER with completing a study or field tests to improve the data inputs for the water loss audit.
- D. Accompany OWNER during field or leakage verification work to confirm potential real water loss.
- E. Provide services, not otherwise described herein, requested by OWNER.

IV. OWNER'S RESPONSIBILITIES

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

V. INFORMATION TO BE PROVIDED BY OWNER

Completion of the water loss audit will be a joint effort between OWNER and ENGINEER. Water system data needed from the OWNER to complete the water loss audit includes, but is not limited to, the following:

- Water pumped
- Water sold
- Data from meter testing and calibrations in year 2025
- Updated total length of distribution system mains
- Updated number of hydrants in the system
- Updated number of service line connections
- Updated total annual cost of operating water utility
- Updated unit cost for power used to pump water

VI. COMPENSATION

In accordance with the terms and conditions of the Agreement, the ENGINEER shall provide the professional services for which the OWNER shall compensate the ENGINEER as follows:

- A. Compensation for Professional Services described in Article II.A and II.B shall be on a lump sum fee basis as follows:

Articles II.A and II.B - Audit and Validation	<u>\$4,000.00</u>
Total Lump Sum Fee:	<u>\$4,000.00</u>

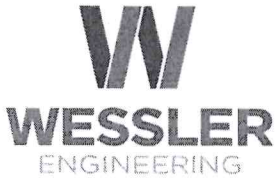
- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional 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.

VII. SCHEDULE

ENGINEER anticipates implementing the scope of work when the yearly data is provided by the OWNER to ENGINEER to begin the audit. ENGINEER will complete and submit the Validated Water Loss Audit no later than 120 days following the receipt of data needed to complete the audit.

VIII. STANDARD TERMS AND CONDITIONS

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



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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 6th day of March, 2026.

ENGINEER
WESSLER ENGINEERING, INC.

OWNER
TOWN OF LIBERTY, INDIANA

Dylan L. Lambermont
Dylan L. Lambermont, P.E.
President

Matt A. Reuss
Matt A. Reuss
Utilities Superintendent

Attest: Nancy K. Cho
Nancy K. Cho, CPESC
Sr. Environmental Services Project Manager

Attest: Melissa Shepler
Melissa Shepler
Clerk-Treasurer

Date: March 4, 2026

Date: 03/04/2026

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

NKC/dmk Clients: \Liberty\Proposals\P10064\202 WLA and WLW

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