



**HUNTERTOWN UTILITY BOARD
MEETING AGENDA
Monday, October 6, 2025, 5:00 p.m.
Huntertown Town Hall, 15617 Lima Road**

Call to order with Pledge of Allegiance

Approval of Minutes

- September 2, 2025

New Business

- Pay Application No. 2 – R. Yoder Construction: WWTP Phase 3
- Pay Application No 2 – Landmark Construction: Water Tower/Main
- Wastewater Improvements Engineering Agreement – Carroll Oaks Lift Station
- Inflow and Infiltration investigation work plan
- Water/Sewer capacity update

Old Business

Reports:

Hannah Walker – Town Manager
Ryan Schwab - Clerk Treasurer
Derek Frederickson – Engineering Resources
David Hawk – Hawk Haynie Kammeyer & Smith

Open Floor for Public Comment – Please keep comments to 3 minutes.

Adjournment

**Next Meeting of the Huntertown Utility Service Board is Monday, November 3 2025, at 5 p.m.
Meeting can be streamed online at www.youtube.com/@TownofHuntertownIndiana**

Utility Board Member appointments

Anthony Ramey 3-year term expiring 12/31/2025
Michael Stamets 3-year term expiring 12/31/2026
Dan Roy 3-year term expiring 12/31/2027

Town Council Executive appointee
Town Council appointee
Town Council Executive appointee

Please Note: Agenda items listed are those reasonably anticipated and may be discussed at the meeting. Not all items listed may necessarily be discussed and there may be other items not listed that may be brought up for discussion.

Town of Huntertown Utility Service Board Meeting Minutes for Tuesday, September 2, 2025
Huntertown Town Hall, 15617 Lima Road

A public meeting of the Huntertown Utility Service Board was held on Tuesday, September 2, 2025. The meeting was held at Huntertown Town Hall, 15617 Lima Road, Huntertown, IN. Members in attendance were board members Tony Ramey, Dan Roy and Michael Stamets; Town Manager Hannah Walker; Clerk-Treasurer Ryan Schwab; Steven Cardenas, Jessica Hile and Derek Frederickson of Engineering Resources Inc, Michael Hawk of Hawk Haynie Kammeyer & Smith; one (1) member of the public and zero (0) members of the media. Due to technical difficulties, the meeting was unable to be streamed on the Town's YouTube Channel.

Tony Ramey called the meeting to order at 5:15 p.m. with the Pledge of Allegiance.

BOARD ACTION

Michael Stamets made a motion to approve the minutes of the August 18, 2025, meeting as presented. Dan Roy seconded. Motion carried 3-0.

Dan Roy made a motion to Conditionally approve a new water and sewer service application for a property at 1801 Hathaway Road, pending technical review, voluntary annexation and a 2-year start to construction. Michael Stamets seconded. Motion carried 3-0.

Dan Roy made a motion to approve Pay Application No. 5 to RG Zachrich in the amount of \$259,914.35 for lift station improvements. Michael Stamets seconded. Motion carried 3-0.

Michael Stamets made a motion to approve Pay Application No. 1 from R. Yoder Construction in the amount of \$754,729.23 for work complete on the Wastewater Treatment Plant Phase 3 project. Dan Roy seconded. Motion carried 3-0.

Dan Roy made a motion to approve Change Order No. 1 to Pulver Asphalt Inc. in the amount of \$30,000 for the Huntertown CCMG 2004-2 project. Michael Stamets seconded. Steven Cardenas of Engineering Resources covered the details of the change order, noting that while this is for a road project, some old sewer lines in need of repair were found while removing pavement. The cost is to repair the lines and add two manhole structures in the area. After no further discussion, the motion carried 3-0.

Dan Roy made a motion to approve a quote from Delta T Mechanical in the amount of \$33,268.16 for new heaters in the headworks building at the Wastewater Treatment Plant. Michael Stamets seconded. Motion carried 3-0.

Tony Ramey made a motion to approve a not-to-exceed amount of \$25,000 for the drilling of additional water test wells and to engage the town's legal team to prepare legal documents for the potential purchase of land. Dan Roy seconded. Derek Frederickson provided the board with an overview of the water and wastewater capital project plans. He noted that the town is exploring more sites for possible water wells. The work is on a strict timeline as a new water treatment plant would need to be permitted in 2026, thus the sources of water would need to be solidified by the end of 2025. The floor was opened to the public and Huntertown Town Council Vice-President Brandon Seifert asked if the land for these wells was within the State Road 3 corridor that the council has designated for commercial use. Mike Hawk suggested that the details of the well locations should be discussed in an Executive Session for the privacy of the land owners. Frederickson added that the town is still waiting to get detailed information from Fort Wayne City Utilities on a potential agreement for emergency connection to the city's utility. Ramey said that the town has waited long enough for the City to get the town a detailed proposal and the town should keep its capital project timeline on schedule. After no further discussion, the motion carried 3-0.

Dan Roy made a motion to increase the not-to-exceed amount for the 2025 attorney contract by \$25,000. Michael Stamets seconded. Motion carried 3-0.

NEW BUSINESS

Outside of the items listed under Board Action, no other New Business was brought forth.

OLD BUSINESS

Outside of items listed under Old Business, no other Old Business was brought forth.

REPORTS

Town Manager Hannah Walker had the following report:

- She was seeking input from the board in regard to its contracts with its engineer and attorney which are set to expire at the end of the year. Tony Ramey said he would be interested in hiring an employee to provide engineering services for the town. Derek Frederickson said there are some duties that his office does for the town that an individual employee could handle, but not likely the entire workload. His firm would be committed to working with the town and helping a new employee with engineering tasks but warned about the amount of engineering experience the town would lose if it decided to take on all of its engineering needs in-house.

Outside of items listed under Board Action, Clerk-Treasurer Ryan Schwab had no further report.

Outside of items listed under Board Action, Derek Frederickson of Engineering Resources had no further report.

Michael Hawk had no report.

PUBLIC COMMENT

None were brought forth.

Dan Roy made a motion to adjourn. Michael Stamets seconded. Motion passed with a voice vote, and the meeting was adjourned at 5:56 p.m.

Attest: _____

Anthony Ramey
President

Ryan Schwab
Clerk Treasurer

Owner:	Town of Huntertown	Owner's Project No.:	
Engineer:	Engineering Resources, Inc.	Engineer's Project No.:	5678
Contractor:	R. Yoder Construction, Inc.	Contractor's Project No.:	2515CO01
Project:	Huntertown Wastewater Treatment Plant Expansion: Phase 3		
Contract:	Huntertown Wastewater Treatment Plant Expansion: Phase 3		

1. Original Contract Price		\$	14,055,300.00
2. Net change by Change Orders		\$	-
3. Current Contract Price (Line 1 + Line 2)		\$	14,055,300.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$	1,342,780.44
5. Retainage			
a. 5% X \$ 1,126,261.97	Work Completed =	\$	56,313.10
b. 5% X \$ 216,518.47	Stored Materials =	\$	10,825.92
c. Total Retainage (Line 5.a + Line 5.b)		\$	67,139.02
6. Amount eligible to date (Line 4 - Line 5.c)		\$	1,275,641.42
7. Less previous payments (Line 6 from prior application)		\$	754,729.23
8. Amount due this application		\$	520,912.19
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$	12,779,658.58

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Huntertown
Engineer: Engineering Resources, Inc.
Contractor: R. Yoder Construction, Inc.
Project: Huntertown Wastewater Treatment Plant Expansion: Phase 3
Contract: Huntertown Wastewater Treatment Plant Expansion: Phase 3

Owner's Project No.: 5678
Engineer's Project No.: 2515CO01
Contractor's Project No.:

Contract:		Huntertown Wastewater Treatment Plant Expansion		to		09/30/25		Application Date:		10/02/25	
Application No.:		02		Application Period:		From		09/01/25		to	
A		B		C		D		E		F	
Item No.		Description		Scheduled Value (\$)		Work Completed		Materials Currently Stored (not in D or E) (\$)		Work Completed and Materials Stored to Date (D + E + F) (\$)	
						(D + E) From Previous Application (\$)					
						This Period (\$)				% of Scheduled Value (G / C) (%)	
										Balance to Finish (C - G) (\$)	
Original Contract											
01	General Requirements			366,956.25	40,772.90	20,386.45		61,159.35	17%	305,796.90	
01A	PM & Site Superintendent			33,071.70	33,071.70			33,071.70	100%	-	
01B	Mobilization (R-Yoder)			55,327.70	18,442.56	18,442.56		36,885.12	67%	18,442.58	
01C	Submittals			13,597.70	572.81	13,024.89		13,597.70	100%	-	
01D	Permits			25,838.50				-	0%	25,838.50	
01E	Temp Utilities (Heat & Electricity)			20,274.50	3,096.36	2,826.47		5,922.83	29%	14,351.67	
01F	Temp Fence			50,876.50	5,652.94			5,652.94	11%	45,223.56	
01G	Field Office			72,063.10	600.51			600.51	1%	71,462.59	
01H	Temp Services (Porta John, Dumpsters, Signage)			63,304.25		358.87		358.87	1%	62,945.38	
01I	Material Testing			58,666.10				-	0%	58,666.10	
01J	Construction Staking			30,044.88				-	0%	30,044.88	
01K	Daily Cleaning Labor & Material			14,710.50				-	0%	14,710.50	
01L	Final Cleaning & Labor			108,321.14	108,321.14			108,321.14	100%	-	
01M	Insurance & Bonding			33,071.70				-	0%	33,071.70	
01N	Demobilization							-		-	
02	Selective Demolition							13,214.50	100%	-	
02A	Above Ground Video Survey			13,214.50	13,214.50			-	0%	230,138.17	
02B	Clean Existing Aerated Sludge Holding Tanks			230,138.17				-	0%	11,128.00	
02C	Collection Box Demo Labor & Material			11,128.00				-		-	
03	Concrete							17,248.40	100%	-	
03A	Mobilization (Sterling)			17,248.40	17,248.40			-	0%	314,922.40	
03B	Final Clarifiers Labor			314,922.40				-	0%	196,854.32	
03C	Final Clarifiers Material			196,854.32				-	0%	72,220.72	
03D	Final Clarifiers Rebar Package			72,220.72				-		-	
03E	Aerated Sludge Holding Base Slab Labor			360,547.20		11,128.00		11,128.00	3%	349,419.20	
03F	Aerated Sludge Holding Base Slab Material			184,279.68		27,820.00		27,820.00	15%	156,459.68	
03G	Aerated Sludge Holding Walkway Material			280,982.00		11,128.00		11,128.00	4%	269,854.00	
03H	Aerated Sludge Holding Walkway Labor			36,722.40				-	0%	36,722.40	
03I	Aerated Sludge Holding Wall & Walk Material			238,806.88				-	0%	238,806.88	
03J	Aerated Sludge Holding Rebar Package			302,570.32		55,640.00	111,280.00	166,920.00	55%	135,650.32	
03K	Aerated Sludge Equipment Building Labor			81,790.80				-	0%	81,790.80	
03L	Aerated Sludge Equipment Building Material			46,181.20				-	0%	46,181.20	
03M	Collection Box Labor & Material			45,736.08				-	0%	45,736.08	
03N	Preliminary Treatment Improvements Labor & Material			19,251.44				-	0%	19,251.44	
03O	Site Improvements Labor & Material			19,919.12				-	0%	19,919.12	

Contractor's Application for Payment

Progress Estimate - Lump Sum Work

Owner: Town of Huntertown
 Engineer: Engineering Resources, Inc.
 Contractor: R. Yoder Construction, Inc.
 Project: Huntertown Wastewater Treatment Plant Expansion: Phase 3
 Contract: Huntertown Wastewater Treatment Plant Expansion: Phase 3

Owner's Project No.:
 Engineer's Project No.: 5678
 Contractor's Project No.: 2515CO01

Contract:		Huntertown Wastewater Treatment Plant Expansion: Phase 3				Application Date:		10/02/25	
Application No.:		02		Application Period:		From		09/01/25 to 09/30/25	
A		B		C		D		E	
				Scheduled Value (\$)		Work Completed		F	
						(D + E) From Previous Application (\$)		Materials Currently Stored (not in D or E) (\$)	
Item No.		Description				This Period (\$)		Work Completed and Materials Stored to Date (D + E + F) (\$)	
								% of Scheduled Value (G / C) (%)	
								Balance to Finish (C - G) (\$)	
04		Masonry		105,871.79				0%	
04A		Brick Labor & Material							
05		Metals		158,276.82				0%	
05A		Metal Fabrications Material		8,407.74				8,407.74	
05B		Hatch Covers Material							
06		Wood & Plastic		148,763.56				0%	
06A		Rough Carpentry, Sheathing, Shop Fabricated Roof Trusses, Weather Barriers, Shingles, and Soffits - Labor		44,372.62					
06B		Rough Carpentry, Sheathing, Shop Fabricated Roof Trusses, Weather Barriers, Shingles, and Soffits - Material							
07		Thermal & Moisture		19,640.92				0%	
07A		Sludge Equipment Building Thermal Insulation Labor & Material		3,293.89				0%	
07B		Gutter & Downspout Labor & Material		11,594.26				0%	
07C		Joint Sealants Labor & Material							
08		Openings		10,415.81				0%	
08A		Aluminum Flush Doors Labor		15,773.94				0%	
08B		Aluminum Flush Doors Material		12,463.36				0%	
08C		Door Hardware Material		1,858.75				0%	
08D		Sectional Doors Labor		11,685.13				0%	
08E		Sectional Doors Material							
09		Finishes		1,112.80		1,112.80		100%	
09A		Gypsum Board Submittals		4,228.64				0%	
09B		Gypsum Board Hanging Labor		6,565.52				0%	
09C		Gypsum Board Material		5,230.16				0%	
09D		Gypsum Board Finishing Labor		890.24				0%	
09E		Gypsum Board Finishing Material		4,173.00				0%	
09F		Aerated Sludge Equipment Building Painting Labor		2,003.04				0%	
09G		Aerated Sludge Building Painting Material		1,669.20				0%	
09H		Resilient Base and Accessories Labor		1,112.80				0%	
09I		Resilient Base and Accessories Material		119,514.72				0%	
09J		Collection Box & Influent Diversion Structure Painting & High Performance Coatings Labor & Material							

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Huntertown
Engineer: Engineering Resources, Inc.
Contractor: R. Yoder Construction, Inc.
Project: Huntertown Wastewater Treatment Plant Expansion: Phase 3
Contract: Huntertown Wastewater Treatment Plant Expansion: Phase 3

Owner's Project No.: 5678
Engineer's Project No.: 2515C001
Contractor's Project No.:

Contract: Huntertown Wastewater Treatment and Collection System		Application Period: From		09/01/25 to 09/30/25		Application Date: 10/02/25		
Application No.: 02		Application Period: From		09/01/25 to 09/30/25		Application Date: 10/02/25		
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G // C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
09K	Preliminary Treatment & Odor Control Painting & High Performance Coatings Labor & Material	445.12				-	0%	445.12
09L	Oxidation Ditch Painting and High Performance Coatings Labor & Material	472.94				-	0%	472.94
09M	Clarifier Improvements Painting and High Performance Coatings Labor & Material	15,995.39				-	0%	15,995.39
09N	RAS/WAS PS Painting & High Performance Coatings Labor & Material	7,996.58				-	0%	7,996.58
09O	UV Improvements Painting & High Performance Coatings Labor & Material	534.14				-	0%	534.14
09P	Plant Water Pump Station & High Performance Coatings Labor & Material	1,869.50				-	0%	1,869.50
09Q	Effluent Pump Station Painting & High Performance Coatings Labor & Material	934.75				-	0%	934.75
09R	Aerated Sludge Tank Painting & High Performance Coatings Labor & Material	11,639.89				-	0%	11,639.89
09S	Aerated Sludge Equipment Building Painting & High Performance Coatings Labor & Material	28,487.68				-	0%	28,487.68
09T	Solids Processing Building Painting & High Performance Coatings Labor & Material	6,832.59				-	0%	6,832.59
10	Specialties				389.48	389.48	100%	-
10A	Fire Extinguishers Material	389.48				-		-
22	Plumbing					-	0%	20,030.40
22A	U/G Labor & Material	20,030.40				-	0%	24,871.08
22B	Plumbing In Wall Rough In Labor & Material	24,871.08				-	0%	5,564.00
22C	Plumbing Overhead Rough In Labor & Material	5,564.00				-	0%	19,585.28
22D	Plumbing Final Labor & Material	19,585.28				-		-
23	Mechanical					-	0%	556.40
23A	Mobilization (T&T Mechanical & Plumbing)	556.40				-	0%	18,027.36
23B	Mini-Split Labor & Material	18,027.36				-	0%	18,962.11
23C	Exhaust Fan/Louver Labor & Material	18,962.11				-	0%	2,893.28
23D	Electric Heater Labor & Material	2,893.28				-	0%	1,402.13
23E	Test & Balance	1,402.13				-	0%	445.12
23F	Closeouts	445.12				-		

Contractor's Application for Payment

Progress Estimate - Lump Sum Work

Owner: Town of Huntertown
 Engineer: Engineering Resources, Inc.
 Contractor: R. Yoder Construction, Inc.
 Project: Huntertown Wastewater Treatment Plant Expansion: Phase 3
 Contract: Huntertown Wastewater Treatment Plant Expansion: Phase 3

Owner's Project No.: 5678
 Engineer's Project No.: 2515CO01
 Contractor's Project No.:

Contract: Hometown Wastewater Treatment Plant Expansion: Phase 3		Application Period:		From	09/01/25	to	09/30/25	Application Date: 10/02/25	
Application No.: 02				From	09/01/25	to	09/30/25	Application Date: 10/02/25	
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
26	Electrical					18,324.39	21%	68,615.00	
26A	PM & Site Foreman (Yager)	86,939.39	4,249.43	14,074.96		5,565.19	23%	18,405.19	
26B	Temp Power & Lights	23,970.38	604.39	4,960.80		-	0%	15,925.95	
26C	Permits	15,925.95				-	0%	15,925.95	
26D	Mobilization (Yager)	26,478.63		8,330.87		8,330.87	31%	18,147.76	
26E	Subcontracted Excavation Labor & Equipment	35,761.61				-	0%	35,761.61	
26F	Subcontracted Fiber Labor, Equipment & Material	83,367.19				-	0%	83,367.19	
26G	Gear Package	123,231.03				-	0%	123,231.03	
26H	Lighting Package	28,104.43				-	0%	28,104.43	
26I	Preliminary Treatment Facility Labor & Equipment	12,753.36				-	0%	12,753.36	
26J	Preliminary Treatment Facility Material	43,695.87			3,966.54	3,966.54	9%	39,729.33	
26K	EQ Tank Labor & Equipment	15,134.75				-	0%	15,134.75	
26L	EQ Tank Material	27,827.34			2,379.96	2,379.96	9%	25,447.38	
26M	Oxidation Ditch Electrical Labor & Equipment	30,765.14				-	0%	30,765.14	
26N	Oxidation Ditch Electrical Material	27,827.34			2,379.96	2,379.96	9%	25,447.38	
26O	Final Clarifier Electrical Labor & Equipment	51,949.51				-	0%	51,949.51	
26P	Final Clarifier Electrical Material	115,231.11			11,118.79	11,118.79	10%	104,112.32	
26Q	Plant Water Pump Station Labor & Equipment	23,069.01				-	0%	23,069.01	
26R	Plant Water Pump Station Material	19,893.08			1,586.68	1,586.68	8%	18,306.40	
26S	Effluent Pump Station Labor & Equipment	29,019.15				-	0%	29,019.15	
26T	Effluent Pump Station Material	26,240.49			2,221.31	2,221.31	8%	24,019.18	
26U	Solids Processing Building Labor & Equipment	23,069.01				-	0%	23,069.01	
26V	Solids Processing Building Material	107,169.98			10,312.82	10,312.82	10%	96,857.16	
26W	Aerated Sludge Holding Equipment Building Labor & Equipment	40,524.39				-	0%	40,524.39	
26X	Aerated Sludge Holding Equipment Building Material	115,104.25			11,106.11	11,106.11	10%	103,998.14	
26Y	Aerated Sludge Holding Tanks Labor & Equipment	45,681.11				-	0%	45,681.11	
26Z	Aerated Sludge Holding Tanks Material	107,169.98			10,312.82	10,312.82	10%	96,857.16	
26AA	Site Lighting Labor	22,260.01				-	0%	22,260.01	
26AB	Site Lighting Material	19,099.65			1,507.35	1,507.35	8%	17,592.30	
26AC	Demobilization (Yager)	10,371.96				-	0%	10,371.96	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Huntertown
Engineer: Engineering Resources, Inc.
Contractor: R. Yoder Construction, Inc.
Project: Huntertown Wastewater Treatment Plant Expansion: Phase 3
Contract: Huntertown Wastewater Treatment Plant Expansion: Phase 3

Owner's Project No.: 5678
Engineer's Project No.: 2515CO01
Contractor's Project No.:

Contract:		Huntertown Wastewater Treatment Plant Expansion: Phase 3				Application Date:		10/02/25	
Application No.:		02		Application Period:		From		09/01/25 to 09/30/25	
A		B		C		D		E	
				Scheduled Value (\$)		Work Completed		F	
						(D + E) From Previous Application (\$)		Materials Currently Stored (not in D or E) (\$)	
Item No.		Description				This Period (\$)		Work Completed and Materials Stored to Date (D + E + F) (\$)	
								% of Scheduled Value (G / C) (%)	
								Balance to Finish (C - G) (\$)	
31		Earthwork						2,597.27	
31A		Mobilization Labor & Equipment (Kreager)		12,993.05		2,597.27		1,190.69	
31B		Supervision Labor & Equipment (Kreager)		21,272.28		1,190.69		-	
31C		Site Asphalt & Concrete Demo Labor & Equipment		2,944.47				-	
31D		Erosion Control Labor & Equipment		7,239.88		3,619.94		3,619.94	
31E		Erosion Control Material		8,383.84		4,191.92		4,191.92	
31F		Site Cut & Fill Labor & Equipment		185,401.38		37,078.49		20%	
31G		Prep for Sidewalks Labor & Equipment		8,482.87				-	
31H		Prep for Sidewalks Material		1,323.12				-	
31I		Grade Site Labor & Material		12,127.29				-	
31J		Topsoil Replacement Labor & Equipment		10,349.04				-	
31K		Aerated Sludge Holding Equipment Building Labor & Equipment		12,378.79		6,189.39		6,189.39	
31L		Aerated Sludge Holding Equipment Building Material		7,858.59		3,929.29		3,929.29	
31M		Aerated Sludge Holding Tank Labor & Equipment		89,442.41		44,721.20		44,721.20	
31N		Aerated Sludge Holding Tank Material		119,910.88		59,955.44		59,955.44	
31O		Final Clarification Labor & Equipment		138,365.55		69,182.77		69,182.77	
31P		Final Clarification Material		97,977.59		48,988.79		48,988.79	
31Q		Influent Collection Box Labor & Equipment		8,013.27				-	
31R		Influent Collection Box Material		784.52				-	
31S		Dewatering		222,560.00		22,560.00		22,560.00	
31T		Shoring		389,480.00		97,370.00		111,280.00	
31U		Rammed Aggregate Piers Mobilization		50,076.00				50,076.00	
31V		Rammed Aggregate Piers Installation & Design		6,899.36		6,899.36		6,899.36	
31W		Rammed Aggregate Piers Modulus Test		8,902.40		8,902.40		8,902.40	
32		Exterior Improvements						-	
32A		Type A Pavement Labor & Equipment		19,796.71				-	
32B		Type A Pavement Material		13,197.81				-	
32C		Mill and Overlay Labor & Equipment		5,942.35				-	
32D		Mill and Overlay Material		3,961.57				-	
32E		Roadway Patching Labor & Equipment		5,975.74				-	
32F		Roadway Patching Material		3,983.82				-	
32G		Chain Link Fence & Gates Labor & Material		22,367.28				-	
32H		Turf and Grasses Labor & Material		12,379.90				-	

Contractor's Application for Payment

Progress Estimate - Lump Sum Work

Owner: Town of Huntertown
 Engineer: Engineering Resources, Inc.
 Contractor: R. Yoder Construction, Inc.
 Project: Huntertown Wastewater Treatment Plant Expansion: Phase 3
 Contract: Huntertown Wastewater Treatment Plant Expansion: Phase 3

Owner's Project No.: 5678
 Engineer's Project No.: 2515CO01
 Contractor's Project No.:

Contract:		Huntertown Wastewater Treatment Plant Expansion - Wastewater				Application Date:		10/02/25									
Application No.:		02		Application Period:		From		09/01/25		to		09/30/25					
A		B		C		D		E		F		G		H		I	
						Work Completed				Materials Currently Stored (not in D or E) (\$)		Work Completed and Materials Stored to Date (D + E + F) (\$)		% of Scheduled Value (G / C) (%)		Balance to Finish (C - G) (\$)	
						(D + E) From Previous Application (\$)		This Period (\$)									
Item No.		Description		Scheduled Value (\$)													
33		Utilities												0%			
33A		Manhole Labor & Equipment		9,941.76										0%		9,941.76	
33B		Manhole Material		29,961.03										0%		29,961.03	
33C		RAS/WAS Labor & Equipment		12,398.82										0%		12,398.82	
33D		RAS/WAS Material		333.84										0%		333.84	
33E		Force Main Labor & Equipment		46,454.95										0%		46,454.95	
33F		Force Main Material		89,805.19										0%		89,805.19	
33G		6"-24" Piping Labor & Equipment		91,733.67										0%		91,733.67	
33H		6"-24" Piping Material		509,487.69										0%		509,487.69	
33I		Clarifier Piping Labor & Equipment		72,395.43										0%		72,395.43	
33J		Clarifier Piping Material		126,642.20										0%		126,642.20	
33K		12" Air Line Labor & Equipment		34,164.07										0%		34,164.07	
33L		12" Air Line Material		84,807.60										0%		84,807.60	
33M		Storm Sewer Labor & Equipment		9,630.17										0%		9,630.17	
33N		Storm Sewer Material		15,837.37										0%		15,837.37	
33O		Waterline Labor & Equipment		33,465.23										0%		33,465.23	
33P		Waterline Material		41,602.03										0%		41,602.03	
40		Process Interconnections												0%			
40A		Design and Submittals		44,512.00										0%		44,512.00	
40B		Orbal Drive VFD		43,176.64										0%		43,176.64	
40C		Effluent Pump VFD		34,496.80										0%		34,496.80	
40D		Decant Pump CP		99,039.20										0%		99,039.20	
40E		ASH Blower VFD's		140,546.64										0%		140,546.64	
40F		Clarifier LCP's		19,362.72										0%		19,362.72	
40G		Sludge Transfer Pump Replacement VFD's		20,030.40										0%		20,030.40	
40H		Decant Instrumentation		13,910.00										0%		13,910.00	
40I		EQ Basin Instrumentation		4,006.08										0%		4,006.08	
40J		SCADA Programming		27,842.26										0%		27,842.26	
40K		Checkout & Startup		27,263.60										0%		27,263.60	
40L		Training		4,006.08										0%		4,006.08	
40M		Final Documentation		1,669.20										0%		1,669.20	

Contractor's Application for Payment

Progress Estimate - Lump Sum Work

Owner: Town of Huntertown
 Engineer: Engineering Resources, Inc.
 Contractor: R. Yoder Construction, Inc.
 Project: Huntertown Wastewater Treatment Plant Expansion: Phase 3
 Contract: Huntertown Wastewater Treatment Plant Expansion: Phase 3

Owner's Project No.:
 Engineer's Project No.: 5678
 Contractor's Project No.: 2515C001

Contract:		Hunterstown Wastewater Treatment Plant Expansion: Phase 3				Application Date:		10/02/25									
Application No.:		02		Application Period:		From		09/01/25		to		09/30/25					
A		B		C		D		E		F		G		H		I	
Item No.		Description		Scheduled Value (\$)		Work Completed		Materials Currently Stored (not in D or E) (\$)		Work Completed and Materials Stored to Date (D + E + F) (\$)		% of Scheduled Value (G / C) (%)		Balance to Finish (C - G) (\$)			
						(D + E) From Previous Application (\$)										This Period (\$)	
46		Water and Wastewater Equipment												0%		43,399.20	
46A		Mobilization (Maddox)		43,399.20										0%		16,024.32	
46B		Collection Box Improvements Labor		16,024.32										0%		10,682.88	
46C		Collection Box Improvements Material		10,682.88										0%		13,353.60	
46D		Collection Box Improvements Equipment (HPT)		13,353.60										0%		32,716.32	
46E		Preliminary Treatment Improvements Labor		32,716.32										0%		14,021.28	
46F		Preliminary Treatment Improvements Material		14,021.28										0%		479,171.68	
46G		Preliminary Treatment Improvements Equipment (HPT)		479,171.68										0%		76,516.13	
46H		Oxidation Ditch Improvements Labor		76,516.13										0%		19,129.03	
46I		Oxidation Ditch Improvements Material		19,129.03						39,549.00				10%		355,940.12	
46J		Oxidation Ditch Improvements Equipment (HPT)		395,489.12		39,549.00								0%		230,127.04	
46K		Clarifier Improvements Labor		230,127.04										0%		57,531.76	
46L		Clarifier Improvements Material		57,531.76						39,548.91		94,076.91		11%		745,263.62	
46M		Clarifier Improvements Equipment (HPT)		839,340.53		54,528.00								0%		41,396.16	
46N		UV Improvements Labor		41,396.16										0%		10,349.04	
46O		UV Improvements Material		10,349.04										0%		127,415.60	
46P		UV Improvements (HPT)		127,415.60										0%		38,725.44	
46Q		Plant Water Pump Station Revisions Labor		38,725.44										0%		58,088.16	
46R		Plant Water Pump Station Improvements Labor		58,088.16										0%		53,970.80	
46S		Effluent Pump Station Improvements Labor		53,970.80										0%		80,956.20	
46T		Effluent Pump Station Improvements Material		80,956.20										0%		75,486.79	
46U		Effluent Pump Station Improvements Equipment (HPT)		75,486.79										0%		345,691.32	
46V		Aerated Sludge Holding Tanks Labor		345,691.32										0%		18,194.28	
46W		Aerated Sludge Holding Tanks Material		18,194.28										0%		67,658.24	
46X		Aerated Sludge Holding Tanks Building Labor		67,658.24										0%		101,264.80	
46Y		Aerated Sludge Holding Tanks Building Material		101,264.80										0%		1,497,952.71	
46Z		Aerated Sludge Holding Tanks & Equipment Building Equipment (HPT)		1,516,322.42		18,369.71				18,369.71				1%			
46AA		Solids Processing Building Improvements Labor		41,396.16										0%		41,396.16	
46AB		Solids Processing Building Improvements Material		62,094.24										0%		62,094.24	
46AC		Solids Processing Building Improvements Equipment (HPT)		107,433.05										0%		107,433.05	
46AD		Demobilization (Maddox)		28,932.80										0%		28,932.80	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Huntertown
 Engineer: Engineering Resources, Inc.
 Contractor: R. Yoder Construction, Inc.
 Project: Huntertown Wastewater Treatment Plant Expansion: Phase 3
 Contract: Huntertown Wastewater Treatment Plant Expansion: Phase 3

Owner's Project No.:
 Engineer's Project No.: 5678
 Contractor's Project No.: 2515C001

Contract:		Huntertown Wastewater Treatment Plant Expansion Phase 2					Application Date:		10/02/25								
Application No.:		02		Application Period:		From		09/01/25		to		09/30/25					
A		B		C		D		E		F		G		H		I	
						Work Completed				Materials Currently Stored (not in D or E)		Work Completed and Materials Stored to Date (D + E + F)		% of Scheduled Value (G / C)		Balance to Finish (C - G)	
						(D + E) From Previous Application		This Period									
Item No.		Description		Scheduled Value (\$)		(D + E) From Previous Application (\$)		This Period (\$)									
		Allowances												0%		210,000.00	
00		General Contingency		210,000.00													

Stored Materials Summary

Owner's Project No.:	
Engineer's Project No.:	5678
Contractor's Project No.:	2515C001

[illegible]



SUBMITTED TO:

**TOWN OF HUNTERTOWN
UTILITY SERVICE BOARD**

Mr. Anthony Ramey, President

15617 Lima Road, PO Box 95 | Huntertown, IN 46748

WASTEWATER IMPROVEMENTS CAPITAL PROJECTS 2026

6 October 2025

PROJECT OVERVIEW

The Carroll Oaks municipal lift station requires rehabilitation to restore long-term reliability and service life. Since its construction, ongoing development has increased sanitary flows and pump runtimes and redirection of the force main discharge to the Huntertown WWTP required pumping against a longer distance and a higher head. The installed pumps have been utilized in three different stations over time and are nearing the end of their service life. Due to fats, oils, and grease loading, the Town requests an electric hookup and wet well access for wet well aeration. The Shoaff Rd municipal lift station serves gravity sewers along Shoaff Rd including the Shoaff Ct subdivision at Lutter Lane (1976). Construction of the Brownstone subdivision gravity sewers provided a viable downstream gravity sewer of sufficient depth to allow the option to decommission the Shoaff Rd lift station and convey flows via gravity into receiving sewers. The wastewater capital plan identifies Carroll Oaks lift station improvements and elimination of the Shoaff Rd lift station as planned projects. At the request of the Town, our office has prepared this proposal for engineering services to design and permit the proposed improvements.

Based on the current bidding climate, rehabilitation of Carroll Oaks lift station and elimination of Shoaff Rd lift station is conceptually estimated at \$650,000.

We thank you for the opportunity to submit this proposal and look forward to meeting with you in person to further discuss our approach to your project. Should the USB find our proposal favorable, please sign and return one executed copy to our office. Also, please do not hesitate to call with any questions that you may have.

Sincerely,

Derek Frederickson, P.E.

Principal in Charge of Municipal Services

derek@eri.consulting

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **the Town of Huntertown, Indiana**, (Owner) and **Engineering Resources, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Wastewater Improvements Capital Projects 2026** (Project). Engineer's services under this Agreement (Services) are generally identified as: **See "Scope of Engineering Services", Attachment A.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **as identified in "Scope of Engineering Services", Attachment A.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then ~~(1) 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; (2) in addition~~ Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and ~~(3) if any payment due Engineer remains unpaid after 90 days,~~ Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.10**.
- E. Basis of Payment
 - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount **as stated in "Scope of Engineering Services", Attachment A.**
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: **reimbursable expenses as stated in "Scope of Engineering Services", Attachment A.**
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as **Attachment B.**

5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 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 any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All 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. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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 this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the state in which the Project is located.
 - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: **"Scope of Engineering Services", Attachment A; "2025 Fee Schedule", Attachment B.**

This Agreement's Effective Date is 10/6/2025.

Owner:

Town of Huntertown, Indiana

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

15617 Lima Road | PO Box 95

Huntertown, IN 46748

Designated Representative:

Name: Ms. Hannah Walker

(typed or printed)

Title: Town Manager

(typed or printed)

Address:

15617 Lima Road | PO Box 95

Huntertown, IN 46748

Phone: 260.622.4251

Email: townmanager@huntertown.in.gov

Engineer:

Engineering Resources, Inc.

(name of organization)

By:

(authorized individual's signature)

Date:

10/1/2025

(date signed)

Name:

Derek Frederickson, PE

(typed or printed)

Title:

Vice President

(typed or printed)

Address for giving notices:

Engineering Resources, Inc.

4175 New Vision Drive

Fort Wayne, IN 46845

Designated Representative:

Name: Derek Frederickson, PE

(typed or printed)

Title:

Vice President

(typed or printed)

Address:

Engineering Resources, Inc.

4175 New Vision Drive

Fort Wayne, IN 46845

Phone: 260-490-1025

Email: derek@eri.consulting

ATTACHMENT A
SCOPE OF ENGINEERING SERVICES AND WORK AUTHORIZATION

BASIC SERVICES

Our understanding, based on conversations with Town Staff, is that the Town anticipates a single bid package for improvements at the Carroll Oaks lift station and elimination of the Shoaff Road lift station. The scope of improvements at Carroll Oaks includes replacement of internal wet well and valve vault equipment, including pumps; corrosion protection lining of wet well; safety grate at wet well hatch; new lift station control panel, backup natural gas generator, and automatic transfer switch; and associated site improvements. The scope of improvements for the Shoaff Rd lift station includes extending an 8-inch gravity sewer north through a platted easement at the eastern limits of the Shoaff Ct subdivision, from the current lift station location to a receiving manhole constructed with Brownstone Section 3 at the northeast corner of the Shoaff Ct subdivision. The existing wet well will have internals removed and will be converted to a gravity manhole. Electrical panels and controls will be removed.

1. FIELD INVESTIGATION AND RECORD CONDITIONS

- a. Engineering Resources will walk the locations of proposed improvements to document existing conditions.
- b. Retain our selected licensed land surveyor, Bertsch Frank and Associates, to provide a topographical survey of the sanitary sewer main extension.
- c. Engineering Resources will review documentation of existing conditions and flow rates provided by the Town.
- d. Based upon the results of the field investigation, our office will identify impacts to the already-prepared conceptual scope of improvements from capital planning efforts.

2. PRELIMINARY DESIGN

- a. Based on the results of the field investigation, topographical survey, examination of record conditions, and coordination with the Town, our office will: recommend lift station and gravity sewer improvements, coordinate phasing of improvements with the Town, and update the project opinion of cost.
- b. A meeting will be scheduled to discuss the preliminary design and findings with the Town. The goals for this meeting will be to confirm the locations and details of proposed improvements, establish any bid alternates to be implemented in the final design, and confirm phasing for improvements.
- c. Retain electrical engineer, CHI Engineering, for electrical improvements, generator sizing, and specifications.

3. FINAL DESIGN & PERMITTING

- a. Upon understanding of the final scope of the project, our office will prepare final construction documents, specifications, quantity estimates, and a final as-drawn opinion of cost.
- b. Sanitary Sewer Construction Permit Application to the Indiana Department of Environmental Management, if required.
- c. Permit Application to the local MS4 / Soil Water Conservation Service (SWCS): If the project limits do exceed one acre, we will submit plans and an application to the MS4 / Soil Water Conservation Service.

4. BIDDING

- a. Prepare the single combined bid package and advertisement covering improvements at both lift stations.
- b. Attend the Pre-Bid Conference.
- c. Answer Bidder questions and issue addenda as related to the above referenced scope of work.
- d. Assist the Town to award the project to the successful low bidder.

5. CONTRACT ADMINISTRATION:

- a. Attend the pre-construction meeting.
- b. Review shop drawing submittals.
- c. Attendance at a maximum of three Construction Progress Meetings, if requested.
- d. Pay application review.
- e. Preliminary punch list to document incomplete or non-compliant work.
- f. Final punch list to confirm that all outstanding items have been completed.

CLIENT-PROVIDED DELIVERABLES:

- a. Designated point of contact for Engineer.
- b. Access to the property.
- c. Utility locates for municipal infrastructure.
- d. Documentation of existing wastewater flow rates.
- e. Any other pertinent available information for the Engineer's use in the execution of the work under this Agreement.
- f. Easement negotiations.
- g. All legal services as may be required for the development of the project.

SERVICES NOT INCLUDED

The following services are not included in this proposal but may be provided as a change in scope of work if requested:

- a. Electronic (AutoCad) file of drawings and details (all construction documents will be provided in .tif or .pdf format for your use in reproduction).
- b. Environmental Permitting (assumed to not be required for this project).
- c. Underground utility testing, private utility locating (assumed to not be required for this project).
- d. Boundary survey (assumed to not be required for project).
- e. Geotechnical investigation (assumed to not be required for project based on nearby projects).
- f. Utility reconstruction or extensions (assumed to not be required for this project).
- g. Funding assistance (OCRA, SWIF, SRF, etc.) applications, reports, wage scale certifications (assumed to be not required for this project).
- h. Wetland delineations, permitting, mitigation (anticipated to not be required for this project).

REIMBURSABLE SERVICES

The following services will be billed on a time and materials basis in addition to the basic agreement according to the attached fee schedule:

- a. Sanitary sewer and manhole cleaning and televising (assumed to not be required for this project).
- b. Design associated with magnetic flow meter replacement (Town staff indicate recalibration of existing valve is all that is required; assumed to be by Town).
- c. Off-site electrical utility extensions or service upgrades. Sufficient power is assumed to be available at the lift station location.
- d. Easement descriptions. Legal description and exhibit for proposed easement locations, if required. Easement negotiations and language assumed to be provided by the Town.
- e. Remote telemetry control of lift station (assumed to not be required for this project). Remote telemetry monitoring of lift station anticipated to be maintained as in existing setup.
- f. Permitting beyond the scope identified above (assumed to not be required for this project).
- g. Printing, copying, and distribution expenses. We will submit original drawings and specifications for the bid package to Eastern Engineering or ARC Document Solutions for reproduction and forward the invoice to your office for processing.
- h. Engineering Resources representative onsite construction observation to evaluate compliance with contract documents and Town standards (as requested).
- i. Permit application fees.
- j. More than one bid package. Additional packages can be provided as a reimbursable service.

- k. Civil Engineering Services required during construction to address poor soils, unknown conditions, Owner-driven changes after the final design is completed, or Contractor-driven changes related to means and methods or deviations from the Contract Documents will be invoiced on a time and material basis.
- l. Record documents of the final construction. This requirement will be placed on the Contractor as part of the contract requirements. Our office will incorporate the Contractor's record documents into the Town Base Mapping as part of the Basic Services.

SCHEDULE

We will commence the services described above upon execution of this proposal and will work with your office to produce final bidding documentation according to the Owner's schedule, pending reasonable transfer of information between all parties to accomplish the same goal.

Field Investigation and Record Conditions	October-November 2025
Preliminary Design	November-December 2025
Final Design	January 2026
Permitting	February-March 2026
Bidding	March-April 2026 (Estimate Only Pending Review Agency)
Construction	Up to 12 Months (Driven by Equipment Lead Times)

FEE

We anticipate commencing work upon execution of this Agreement. Our office will produce one set of original documents for your use and distribution. The fee for these services will be on a lump sum basis as described below.

BASIC SERVICES

Field Investigation and Record Conditions	\$ 3,500
Topographic Survey	\$ 8,900
Preliminary Design	\$ 22,500
Final Design and Permitting	\$ 14,000
Bidding	\$ 7,000
<u>Contract Administration</u>	<u>\$ 7,000</u>
Total	\$ 62,900

REIMBURSABLE SERVICES

Part-Time Construction Observation	As Requested
Easement Descriptions	\$850/parcel





**ATTACHMENT B
2025 FEE SCHEDULE**

1. STANDARD BILLING RATES

Compensation to be made on a time basis shall be according to the number of hours expended on a project times the appropriate billing rate shown below. Descriptions for the billing categories listed below can be provided upon request:

- a. **Senior Engineering / Project Management Services\$184/hr.**
- b. **Project Engineering / Management Services\$154/hr.**
- c. **Design Engineering Services\$131/hr.**
- d. **Design / Document Preparation Services\$113/hr.**
- e. **Standard AutoCAD Drafting Services\$95/hr.**
- f. **Senior Construction Observation\$107/hr.**
- g. **Construction Observation / Field Data Collection Services\$93/hr.**
- h. **Intern AutoCAD Drafting / Construction Observation\$78/hr.**
- i. **Clerical /Administration Services\$81/hr.**
- j. **Forensic Engineering\$250/hr.**

2. REIMBURSABLE EXPENSES

- a. **Automobile Transportation..... Allowable IRS Rate/Mile**
- b. **Subconsultant Services.....cost + 10%**
- c. **Other Reimbursable Expensescost + 10%**

3. BILLING CATEGORY DESCRIPTIONS:

- a. **Senior Engineering / Project Management Services:** These services are provided by a senior member of the staff for: specialized design requirements, project reviews, coordination and administration. Depending on the degree of advanced engineering knowledge required for a project, the items described in the Project Engineering/Management Services shown below may be completed under this service item.
- b. **Project Engineering / Management Services:** These services are provided by the project manager or project engineer. Project tasks completed under this service item would include: site visits, project research, design calculations, plan development, coordination, project reviews, attending meetings and construction administration.
- c. **Design Engineering Services:** These services include: routine design calculations, document reviews and other standard tasks that are completed by a member of the staff other than the Project Engineer/Manager.
- d. **Design / Document Preparation Services:** These services include: Permit preparation and production of project documents and AutoCAD/Revit design and plan development beyond standard drafting procedures.
- e. **Standard AutoCAD Drafting Services:** These services include: basic AutoCAD drafting tasks necessary to develop plans and other required documents.
- f. **Senior Construction Observation:** These services are provided by a senior member of the staff for project oversight during construction to review, approve, observe, or document the actual construction for a project.
- g. **Construction Observation / Field Data Collection Services:** These services are the basic tasks during construction to review, approve, observe, or document the actual construction for a project. Services also includes any field data time that is completed within the design or construction timeline.
- h. **Intern AutoCAD Drafting / Construction Observation:** These services are provided by entry level staff that work under the direct supervision of the Construction Observer and assist them with the basic tasks during construction to review, approve, observe, or document the actual construction for a project. Services also includes any AutoCAD drafting time that is completed within the design or construction timeline.
- i. **Clerical /Administration Services:** These services are the basic tasks necessary to accomplish any project or other required documents that are completed by a member of the clerical staff. This includes word documentation, permits/form preparation, filing/submittal of documents, and other office duties.
- j. **Forensic Engineering:** Provided by a highly qualified senior member of the staff for specialized services. Involves the investigation of failures in facilities and infrastructure to interpret and determine the cause of the damage or failure that may lead to legal activity.

Appendix A : Inflow and Infiltration Investigation Work Plan

Town of Hometown Inflow & Infiltration Investigation Work Plan																			
Station Name	Station #	Pump Manufacturer	Pump Model #	Pump Installation Year	Average Daily Flow Increase Wet Customer - Wet Weather (G4/Customer) > 0.25" of Precipitation	Priority (1-5)	M/I Inventory	Cleaning / Telemetry	Smoke Testing	M/I Inventory	Cleaning / Telemetry	Smoke Testing	M/I Inventory	Cleaning / Telemetry	Smoke Testing	M/I Inventory	Cleaning / Telemetry	Smoke Testing	M/I Inventory
Lim's Plank	9	F.E. Myers	4RH150M2-23 (15 HP)	1999	138	1	X	X	X										
Woods Road	2	F.E. Myers	4VC250M4-23 (25 HP)	2000	46	1	X	X	X										
Byron Center	25	Gorman-Rupp	SFV4D-1 (15 HP)	2021	0	1	X	X	X										
Preserves of Carroll Creek West (Hammock Drive)	20	Homa	AV434-215 (5 HP)	2019	35	1	X	X	X										
Preserves of Carroll Creek	11	F.E. Myers	4V50M4-23 (5 HP)	2002	31	2				X	X	X							
Twin Eagles (Creekside)	15	Gorman-Rupp	SFEV4C (14 HP)	2023	26	2				X	X	X							
Cedar Canyon	1	F.E. Myers	4VC250M4-23 (25 HP)	2002	20	2				X	X	X							
Carroll Creek	10	Gorman-Rupp	SFEV4A (5 HP)	2017	22	2				X	X	X							
Lakes of Carroll Creek (Serene Shores)	14	Gorman-Rupp	SF4F-X (30 HP)	2025	16	2				X	X	X							
Carroll Oaks	13	F.E. Myers	4VH100M4-23 (10 HP)	1999	4	2							X	X	X				
Copper Creek	21	Gorman-Rupp	SF4C-1 (50 HP)	2020	12	3							X	X	X				
Towne Square I	16	Gorman-Rupp	SFEV4A (7.5 HP)	2015	6	3							X	X	X				
Talons Reach (Shearwater)	19	Homa	AMS436 (5 HP)	2017	6	3							X	X	X				
Towne Square II (Hunter Street)	17	Gorman-Rupp	SFEV4A-1 (5 HP)	2016	4	3							X	X	X				
Brownstone	18	Gorman-Rupp	SFV4C (15 HP)	2015	0	3										X			
Willow Ridge	12	Gorman-Rupp	SF4F-X (30 HP)	2025	0	4										X			
Rolling Oaks	24	Gorman-Rupp	SF4C-1 (50 HP)	2020	11	4										X			
The Quarry	23	Gorman-Rupp	SFEV4A-1 (7.5 HP)	2020	3	4										X			
Highlands (Copper Creek South)	22	Gorman-Rupp	SFS4B-1 (25 HP)	2020	0	4										X			
Broad Acres	26	Gorman-Rupp	SF6D (50 HP)	2024	-	5										X			
Sonora Townhomes	27	Gorman-Rupp	SFEV4D-1 (20 HP)	2024	-	5										X			
The Fens	28	Gorman-Rupp	*	*	-	5										X			
Pathway	29	Gorman-Rupp	*	*	-	5										X			
Shoaff Road	6	F.E. Myers	WG30 (3 HP)	2003	**	5	-	-	-	-	-	-	-	-	-	-	-	-	-

*Not Yet Installed

**To be Removed

Huntertown Summary of Remaining Capacity							Data Current 9/31/2025
Date	Water Customers Added	Sewer Customers Added	Water Plant Remaining Capacity	Sewer Plant Remaining Capacity	Total Water Customers	Total Sewer Customers	Notes
4/30/2024			577	1227	5,447	5,538	
5/30/2024	27	27	550	1200	5,474	5,565	
6/30/2024	14	14	536	1186	5,488	5,579	
6/30/2024	-7	-7	543	1193	5,481	5,572	Duplicate entries discovered in customer list
7/31/2024	20	20	523	1173	5,501	5,592	Assumes that irrigation ordinance is approved to limit demand on the water plant (due to high demand in June 2024).
8/31/2024	70	63	453	1110	5,571	5,655	Irrigation ordinance passed by Town Council 9/5/24 to limit demand
9/30/2024	27	24	426	1086	5,598	5,679	
10/31/2024	25	25	401	1061	5,623	5,704	
11/30/2024	17	18	384	1043	5,640	5,722	
12/31/2024	23	23	361	1020	5,663	5,745	
1/31/2025	14	14	347	1006	5,677	5,759	
2/28/2025	19	19	328	987	5,696	5,778	
3/31/2025	12	12	2818	975	5,708	5,790	Increased FIRM capacity at the water plant
4/30/2025	56	56	2762	919	5,764	5,846	
5/31/2025	26	26	2736	893	5,790	5,872	
6/30/2025	17	17	2719	876	5,807	5,889	
7/31/2025	18	18	2701	858	5,825	5,907	
8/31/2025	13	13	2688	845	5,838	5,920	
9/31/2025	16	16	2672	829	5,854	5,936	
Remaining Months Sewer Capacity (at 41 connections / month)							20.2
Remaining Months Water Capacity (at 41 connections / month)							65.2
							WWTP Plant Expansion completed fall of 2026
							New WTP planned for 2028