

**STATE OF INDIANA
RIPLEY COUNTY
SUBRECIPIENT AGREEMENT
FOR
AMERICAN RESCUE PLAN ACT
LOCAL FISCAL RECOVERY FUNDS**

This **SUBRECIPIENT AGREEMENT** (the "Agreement") is made and entered into as of this 17th day of August 2023, by and between **TOWN OF SUNMAN, INDIANA** (hereinafter called the "Subrecipient") and **RIPLEY COUNTY, INDIANA** (hereinafter called the "County").

WITNESSETH:

WHEREAS, the County has received funding from the Coronavirus Local Fiscal Recovery Fund (the "Recovery Fund") as authorized by H.R. 1319 of the 117th Congress (2021-2022) - American Rescue Plan Act of 2021 (together with related guidance and regulations, the "Act");

WHEREAS, the County is desirous of securing the services of the Subrecipient for the purpose of [PURPOSE]; and

NOW, THEREFORE, the Subrecipient and the County for the considerations stated herein, mutually agree as follows:

ARTICLE 1. SCOPE OF WORK. The Subrecipient shall [SERVICES] (the "Services").

Attached Scope of Project

ARTICLE 2. GRANT FUNDING. The Subrecipient shall receive \$ 750,000.00 in grant funding from the County (the "Grant") to perform the Services.

ARTICLE 3. ELIGIBLE USES. The Subrecipient acknowledges that it is receiving the Grant as a subrecipient under the Act and agrees to limit the use of such funds to the following permitted purposes (a "Permitted Purpose"):

- (a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- (d) to make necessary improvements to improve access to clean drinking water and invest in wastewater and stormwater infrastructure;

- (e) for any additional purposes authorized under federal law, regulations, or subsequent amendments to the Act.

ARTICLE 4. PROHIBITED PURPOSES. The Subrecipient agrees that it will not use the Grant for the following prohibited purposes:

- (a) to fund rainy day funds or financial reserves;
- (b) to fund pension funds; and
- (c) for any additional prohibited purposes under federal law, regulations, or subsequent amendments to the Act.

ARTICLE 5. ACCESS TO RECORDS; REPORTING REQUIREMENTS. The Subrecipient agrees to keep financial records and supporting documents, including, without limitation, receipts and invoices (the "Records"), related to the Grant for a period of five years after all funds from the Grant have been expended. The Records shall include those documents which demonstrate the Grant funds were used for Permitted Purpose in accordance with the Act. The Subrecipient agrees to permit the County to access to the Records in compliance with its federal audit and reporting requirements and will provide such records to the County or any third party designated by the County upon request.

The Subrecipient agrees to submit the Subrecipient Agreement Reporting Documentation form attached hereto as **Schedule I** upon request by the County to assist with its reporting requirements under the Act.

ARTICLE 6. TERMINATION; REMEDIES. All funds received by the Subrecipient under the terms of this Agreement shall be allocated or returned to the County by December 31, 2024 (the "Allocation Deadline"). The Subrecipient shall have completed the Services by December 31, 2026 (the "Services Deadline"). Either party may terminate this Agreement for any reason or for no reason, at any time upon delivery of written notice at least thirty (30) calendar days prior to the effective date of termination, upon which date any remaining Grant funds will be returned to the County.

In the event that the Act, including any related regulations or guidance (such as the Final Rule published by the United States Department of the Treasury, 31 CFR Part 35), is amended or modified in any way that, in the opinion of the County or its legal counsel, clarifies that Recovery Fund allocations may not be used for the purposes stated herein, this Agreement shall terminate immediately at the option of the County as required by law, and all remaining funds held by the Subrecipient shall be returned to the County.

Based upon any or all of the following conditions, the Subrecipient shall be deemed to have breached this Agreement: (a) the Subrecipient fails to perform the Services in accordance with the provisions of the Agreement; (b) the Subrecipient fails to allocate or return the funds by the

Allocation Deadline or fails to perform the Services by the Services Deadline; (c) the Subrecipient uses funds from the Grant for a purpose other than a Permitted Purpose; or (d) any other provisions of the Agreement are otherwise violated by the Subrecipient (a "Default"). Upon ten (10) days written notice to the Subrecipient, the County shall have the right to declare the Subrecipient in Default in the performance of its obligations under this Agreement. Unless within ten (10) days after the service of said notice of a Default, the violation shall cease or satisfactory arrangements shall be made for its correction, the Subrecipient, by written notice, shall be declared in Default, and its right to proceed under the Agreement terminated. In the event the Subrecipient is thus declared to be in Default, the County shall proceed to have the work completed, and the Subrecipient shall be responsible for any damages resulting to the County by said default, including attorneys' fees. The County shall be entitled to a return of any remaining funds from the Grant from the date of the Default. In the event of a Default, the Subrecipient shall be responsible for the repayment of any Grant funds used for a purpose other than a Permitted Purpose in accordance with the terms of the Act or by determination of the United States Department of the Treasury.

ARTICLE 7. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Subrecipient represents, warrants, and covenants to the County the following:

- (a) Subrecipient is duly organized or incorporated and authorized to conduct activities within the State of Indiana and will remain so at all times during the term of this Agreement. True and correct copies of Subrecipient's (i) organizational documents and (ii) certificate of good standing are attached hereto as **Exhibit A**.
- (c) Subrecipient has the right, power, and authority to enter into this Agreement, grant the rights and benefits herein described, and satisfy its obligations hereunder.

ARTICLE 8. ADDITIONAL SUBRECIPIENT COMMITMENTS. Subrecipient hereby authorizes the County to utilize the name and logo of Subrecipient in advertisements and press releases relating to the Grant and the Services.

ARTICLE 9. NOTICES. Notices hereunder shall be in writing and sent to the following addresses, unless stated otherwise herein.

Notices to the County shall be sent to:

Notices to the Subrecipient shall be sent to: *Cheryl Taylor, Clerk-Treasurer, P.O. Box 147, Sunman, IN 47041*

ARTICLE 10. AGREEMENT. This Agreement represents the entire Agreement between the parties, and it is expressly agreed and understood that any modifications or revisions hereof shall be in writing and signed by both parties hereto.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS HEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written:

COMMISSION

BY: _____
SIGNATURE

[NAME, TITLE]

[ADDRESS]

Attest: _____

SUBRECIPIENT

BY: Don Foley
SIGNATURE

[NAME, TITLE] Don Foley, President
Town Council

[ADDRESS]

Attest: Cheryl Taylor

EXHIBIT A

SUBRECIPIENT ORGANIZATIONAL DOCUMENTS

Schedule I

SUBRECIPIENT AGREEMENT
REPORTING DOCUMENTATION

A. SUBRECIPIENT AND PROJECT INFORMATION

Subrecipient Name: Town of Sunman

Subrecipient DUNS Number: 048100069
(If Any)

Subrecipient Address: P.O. Box 147
604 N. Meridian

Subaward Date: 8/17/2023

Subaward Amount: \$ 750,000.00

Amount Spent to Date: ϕ
(All funds must be obligated by December 31, 2024, and expended by December 31, 2026, or returned to Recipient).

Project Name: Sunman Sewer Extension Project

Project Location: 3 miles from 604 N. Meridian St along St. Rd 101 N to 1/4 mile North of SR 4B

Project Expenditure Category: 7.3
(See Appendix A)

Project Start Date: 6.30.2023
(MMDDYYYY)

Anticipated Completion Date: 12.31.2024
(MMDDYYYY)

Project Status: Not Started' Completed Less than 50 Percent
(Circle One)

50 Percent or More Completed Fully Completed

Project Description

(50-250 words. Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur.)

Construction of Sanitary Sewer Lift Station with
both a 2" & 6" force main along St. Rd. 101.

See attached for details

B. ADDITIONAL RECORD REQUIREMENTS

Project Budget: Please provide a detailed budget for your project as well as an itemized list of all expenditures. If you provided a budget prior to receiving ARPA funds, please provide an updated budget explaining differences, if any, between the prior budget and the updated budget.

Program Income: Please provide a detailed record of the organization's program income. Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired from ARPA funds, and any principal and interest on loans made with ARPA funds.

Statement of Demographic Distribution: ARPA Subrecipients are encouraged to design projects to prioritize economic and racial equity and promote equitable outcomes. If possible, please provide detailed demographic information outlining how ARPA funds have benefited disproportionately impacted communities.

Required Programmatic Data (Non-Infrastructure Projects): For projects listed under the below expenditure categories (see Appendix A), please provide the following supporting data where applicable:

1. Household Assistance (EC 2.1-2.5):

- (a) Brief description of structure and objectives of assistance program(s) (e.g., nutrition assistance for low-income households).
- (b) Number of households served (by program if Subrecipient establishes multiple separate household assistance programs).
- (c) Brief description of Subrecipient's approach to ensuring that aid to households responds to a negative economic impact of Covid-19.

2. Small Business Economic Assistance (EC 2.9):

- (a) Brief description of the structure and objectives of assistance program(s) (e.g., grants for additional costs related to Covid-19 mitigation).
- (b) Number of small businesses served (by program if Subrecipient establishes multiple

separate small businesses assistance programs).

- (c) Brief description of Subrecipient's approach to ensuring that aid to small businesses responds to a negative economic impact of COVID-19.

3. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 2.11-2.12):

- (a) If aid is provided to industries other than travel, tourism, and hospitality (EC 2.12), a description of pandemic impact on the industry and rationale for providing aid to the industry.
- (b) Brief narrative description of how the assistance provided responds to negative economic impacts of the COVID-19 pandemic, including:
 - a. Sector of employer.
 - b. Purpose of funds (e.g., payroll support, safety measure implementation).

4. Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2):

- (a) Number of workers to be served.
- (b) Employer sector.
- (c) For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's average annual wage, whichever is higher, on an annual basis (if any):
 - a. A brief written narrative justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19, and why the Subrecipient government determined that the premium pay was responsive to workers performing essential work during the pandemic. This description should not include personally identifiable information; when addressing individual workers, Subrecipients should be careful not to include this information. Subrecipients may consider describing the workers' occupations and duties in a general manner as necessary to protect privacy.

Required Programmatic Data (Infrastructure Projects): For projects listed under the below expenditure categories (see Appendix A), please provide the following supporting data where

applicable:

1. All infrastructure projects (EC 5):

- (a) Projected/actual construction start date (month/year)
- (b) Projected/actual initiation of operations date (month/year)
- (c) Location (for broadband, geospatial location data)
- (d) For projects over \$10 million (based on expected total cost):

a. A Subrecipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a Subrecipient must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing. Subrecipients must maintain sufficient records to substantiate this information upon request.

b. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(-f)). If the Subrecipient does not provide such certification, the Subrecipient must provide a project workforce continuity plan, detailing:

- i. How the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- ii. How the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Subrecipient will provide a safe and healthy workplace that avoids

- delays and costs associated with workplace illnesses, injuries, and fatalities;
- 1v. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a project labor agreement.

- c. Whether the project prioritizes local hires.
- d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

2. Water and sewer projects (EC 5.1-5.15):

- (a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- (b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

3. Broadband projects (EC 5.16-5.17):

- (a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - a. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - b. Confirm that the project is designed to, upon completion, meet or exceed symmetrical 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- (b) Please note: additional programmatic data will be required for broadband projects beginning in July 2022.

C. OTHER SUBRECIPIENT RESPONSIBILITIES

Procurement: Subrecipients are responsible for ensuring that procurements using ARPA funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in all applicable local, State, and federal procurement laws and regulations. Subrecipient shall keep records of all purchases made with ARPA funds including (i) dollar amounts, (ii) rationale for method of procurement, (iii) basis for contract prices, or (iv) any exceptions that allow for non-competitive proposals, if applicable.

Closeout Process: The Recipient must return any ARPA funds not obligated or expended for eligible uses to the United States Department of the Treasury as part of a closeout process pursuant

to 2 CFR 200.344(d). All ARPA funds must be used for costs incurred by the Subrecipient during the period that begins on March 3, 2021 and ends on December 31, 2024, and all ARPA funds must be expended by December 31, 2026. Subrecipient will comply with all requests by the Recipient to return such funds.

Ongoing Reporting Requirements: Note that these reporting requirements are operating in accordance with the Interim Final Rule published by the United States Department of the Treasury. 31 CFR Part 35. RIN 1505-AC77. These reporting requirements are subject to change upon publication of a Final Rule.

CIVIL RIGHTS COMPLIANCE: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN IN ANY PROGRAM OR ACTIVITY THAT RECEIVES FEDERAL FUNDS OR OTHER FEDERAL FINANCIAL ASSISTANCE. BY SUBMITTING THIS REPORTING DOCUMENT, SUBRECIPIENT REPRESENTS AND WARRANTS THAT IT WILL COMPLY WITH ALL REQUIREMENTS OF FEDERAL STATUTES RELATING TO NONDISCRIMINATION. SUBRECIPIENT SHOULD REPORT ANY PURPORTED VIOLATIONS OF FEDERAL CIVIL RIGHTS LAWS.

**APPENDIX A
PROJECT EXPENDITURE CATEGORIES**

1: Public Health			
1.1	COVID-19 Vaccination	1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID- 19 public health emergency
1.2	COVID-19 Testing	1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.2	COVID-19 Contact Tracing	1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)	1.10	Mental Health Services
1.5	Personal Protective Equipment	1.11	Substance Use Services
1.6	Medical Expenses	1.12	Other Public Health Services
2: Negative Economic Impacts			
2.1	Household Assistance: Food Programs	2.8	Contributions to UI Trust Funds
2.2	Household Assistance: Rent, Mortgage, and Utility Aid	2.9	Small Business Economic Assistance (General)
2.3	Household Assistance: Cash Transfers	2.10	Aid to Nonprofit Organizations
2.4	Household Assistance: Internet Access Programs	2.11	Aid to Tourism, Travel, or Hospitality
2.5	Household Assistance: Eviction Prevention	2.12	Aid to Other Impacted Industries
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers	2.13	Other Economic Support
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)	2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities			
3.1	Education Assistance: Early Learning	3.9	Healthy Childhood Environments: Other
3.2	Education Assistance: Aid to High-Poverty Districts	3.10	Housing Support: Affordable Housing
3.3	Education Assistance: Academic Services	3.11	Housing Support: Services for Unhoused Persons
3.4	Education Assistance: Social, Emotional, and Mental Health Services	3.12	Housing Support: Other Housing Assistance
3.5	Education Assistance: Other	3.13	Social Determinants of Health: Other
3.6	Healthy Childhood Environments: Child Care	3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators
3.7	Healthy Childhood Environments: Home Visiting	3.15	Social Determinants of Health: Lead Remediation
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System	3.16	Social Determinants of Health: Community Violence Interventions
4: Premium Pay			
4.1	Public Sector Employees	4.2	Private Sector: Grants to Other Employers

5: Infrastructure			
5.1	Clean Water: Centralized Wastewater Treatment	5.10	Drinking water: Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance	5.11	Drinking water: Transmission & Distribution
5.3	Clean Water: Centralized Wastewater Collection and Conveyance	5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.4	Clean Water: Combined Sewer Overflows	5.13	Drinking water: Source
5.5	Clean Water: Other Sewer Infrastructure	5.14	Drinking water: Storage
5.6	Clean Water: Stormwater	5.15	Drinking water: Other water infrastructure
5.7	Clean Water: Energy Conservation	5.16	Broadband: "Last Mile" projects
5.8	Clean Water: Water Conservation	5.17	Broadband: Other projects
5.9	Clean Water: Nonpoint Source		
6: Revenue Replacement			
6.1	Provision of Government Services		
7: Administrative			
7.1	Administrative Expenses	7.3	Transfers to Other Units of Government
7.2	Evaluation and Data Analysis	7.4	Transfers to Non-entitlement Units (States and territories only)

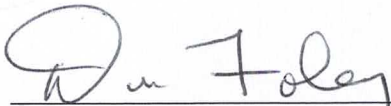
**Ripley County ARP Subrecipient
Signatory Authorization Resolution**

Whereas, the Town of Sunman of Sunman, Indiana, (the "Subrecipient") has a plan for a sewer extension project to meet State and Federal regulations and the Participant intends to proceed with the construction of such project:

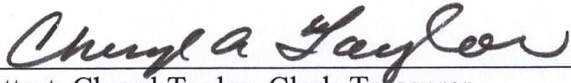
Now, therefore, be it resolved by the Council, the governing body of the subrecipient, that:

1. **Cheryl A. Taylor** be authorized to make the application, sign for payments, and sign for requests for the project and provide the County with such information, data, and documents pertaining to the process as may be required, and otherwise act as the authorized representative of the subrecipient; and
2. The subrecipient agrees to comply with State and Federal requirements as they pertain to the ARP funds.

Adopted and Passed by the Council Sunman, Indiana, this 17th day of August of 2023.



Don Foley, Council President



Attest, Cheryl Taylor, Clerk-Treasurer

Project Need

The land around the I-74 and SR 101 Interchange development is very limited due to the lack of sanitary sewer infrastructure. Sewer service is essential to the development of this area. State Road 46 crosses SR 101 approximately ½ mile south of I-74. The area along SR 46 is also desirable for development, with excellent transportation access and public water supply. There is some development at this intersection, most notably the BP Gas Station. The gas station is forced to store sewage in holding tanks and have it hauled off due to an inadequate septic system, and no available sanitary sewer. This business is not able to expand without sanitary sewer service.

Land use between Sunman and I-74 currently includes residential homes, along with a few churches and businesses. Lykins Contracting and a childcare facility located along this route have previously expressed a desire for sanitary sewer service to the Town of Sunman. All buildings in this area are served with on-site septic systems. The New Testament Baptist Church and St. John's Catholic Church are also located in this area and would likely benefit from sanitary sewer service. Most residential homes in the area have large enough yards for on-site septic systems to be effective.

Project Scope

The proposed project includes the construction of a sanitary sewer lift station at the intersection of State Road 101 and State Road 46, approximately ½ mile south of I-74. This location was selected in order to most efficiently serve existing development, and provide sewer accessibility for development around the I-74 interchange with SR 101. Gravity sewer could be extended from this lift station to the north, south, east, and west. An additional lift station may be required in the future to serve development on the north side of I-74

The lift station shall be installed with two pumps, with one serving as a backup. Two force mains shall be installed in parallel for the initial phase of construction. The 6" force main would provide for a long-term capacity of up to 300 Equivalent Dwelling Units (EDUs) (1 EDU = 310 gpd wastewater flow per house). A 2" force main shall be installed parallel to the 6" force main in order to serve the short-term needs. There is not currently enough potential flow for good operation of a 6" force main. The smaller 2" force main will better meet short-term needs, and provide for better overall operation.

Project Cost

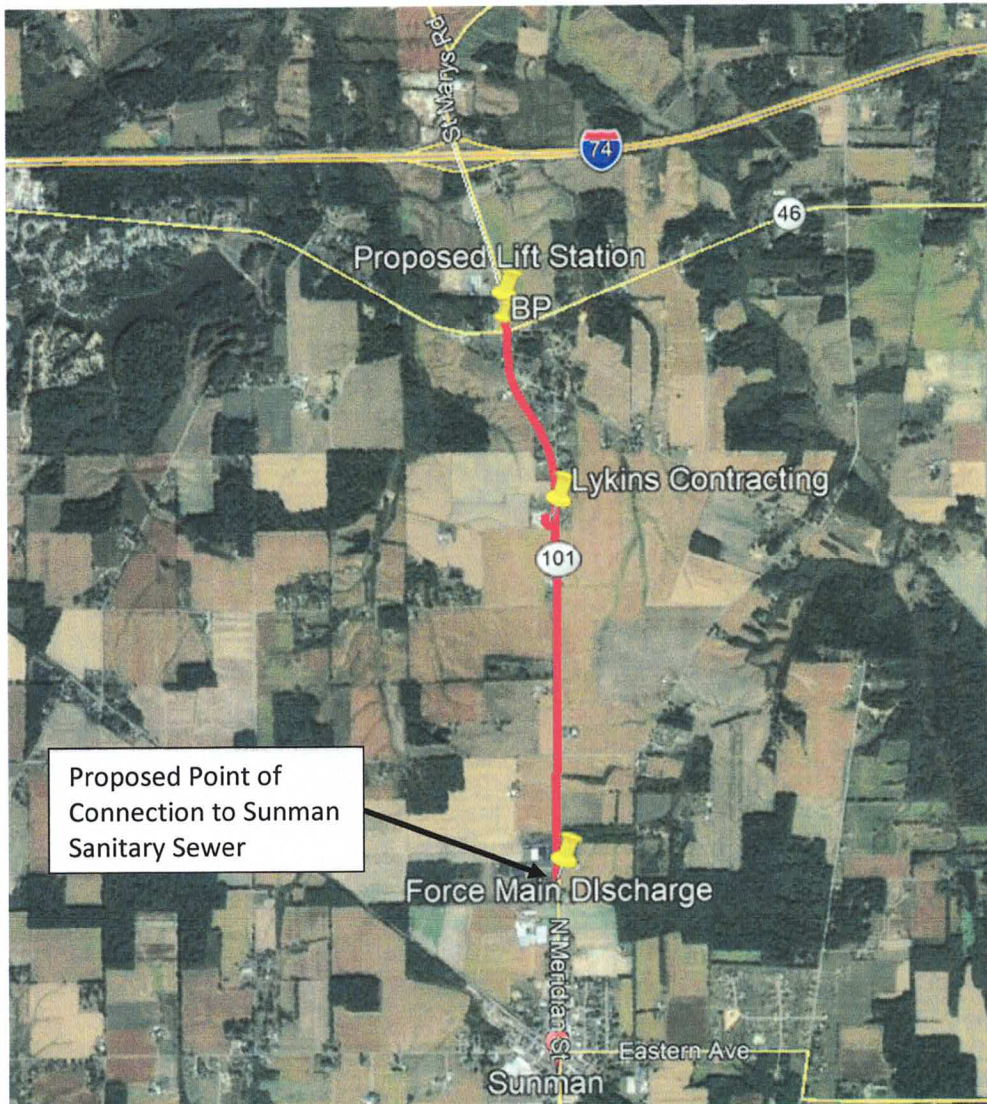
~~The preliminary opinion of the probable construction cost for the lift station and force main is approximately \$1,045,000. An additional \$227,000. The total estimated project cost is \$1,272,000. Depending upon funding sources, there could be an additional \$115,000+ of non-construction costs. See attached cost estimate.~~ Updated 5/2023 Attached

Town of Sunman, Indiana
Proposed Sanitary Sewer Extension to I-74 State Road 101 Interchange

Project Location

The Town of Sunman is located approximately 3 miles south of Interstate 74, along State Road 101. The Town of Sunman owns and operates a sanitary sewer collection system and wastewater treatment facility. The north end of the sanitary sewer collection system currently extends to the school Sunman School Campus, approximately 2,200 L.F. south of County Road 1200 North.

The I-74 interchange with State Road 101, and the surrounding area have great potential for commercial, industrial and residential development due to the excellent interstate access, and close proximity to Cincinnati, Batesville, Greensburg, and Shelbyville. Development in this area is severely limited due to the unavailability of sanitary sewer infrastructure. There is existing public water supply infrastructure to this area by Hoosier Hills Regional Water District and North Dearborn Water Corporation. Sanitary sewer service availability in this area would facilitate development in this highly desirable location.



Construction Costs	Quantity	Units	Unit Cost	Total Cost
6" SDR 21 PVC Force Main, w/Locate Wire	10600	L.F.	\$42.00	\$445,200.00
2" HDPE Force Main	10600	L.F.	\$3.60	\$38,160.00
Sewer Air Release Valve w/Vault	4	Each	\$6,600.00	\$26,400.00
Special Crossing SR 46	1	Each	\$25,000.00	\$25,000.00
Special Crossing SR 101	2	Each	\$21,600.00	\$43,200.00
Lift Station, Complete	1	Lump Sum	\$300,000.00	\$300,000.00
Lift Station Electrical	1	Lump Sum	\$60,000.00	\$60,000.00
Lift Station Site Work	1	Lump Sum	\$36,000.00	\$36,000.00
Erosion Control and Landscape Restoration	1	Lump Sum	\$24,000.00	\$24,000.00
Traffic Control	1	Lump Sum	\$12,500.00	\$12,500.00
Mobilization & Demobilization	1	Lump Sum	\$36,000.00	\$36,000.00
Preliminary Opinion of Probable Construction Costs				\$1,088,500.00
Recommended Contingency (20%)				\$217,700.00
Total Estimated Construction Cost				\$1,306,200.00

Non-Construction Cost				
Land for Lift Station				\$18,000.00
Easements (10,600 x \$3.75/L.F. Est.)				\$38,160.00
Legal (Easements, etc.)				\$24,000.00
Engineering Design, Bidding, & Contract Admin.				\$137,500.00
Resident Project Representative/Construction Inspection				\$60,000.00
Preliminary Opinion of Probable Non-Construction Costs				\$277,660.00
Preliminary Opinion of Total Project Cost with Expected Non-Construction Costs				\$1,583,860.00

Other Potential Non-Construction Costs				
Financial Advisor/Rate Consultant				\$50,000.00
Bond Council				\$40,000.00
Labor Standards Administrator				\$12,500.00
Archaeology (if environmental review required)				\$12,500.00
Appraisal for Property				\$6,000.00
Additional Non-Construction Costs that Could be Incurred with Finding				\$121,000.00

Preliminary Opinion of Total Project Cost with Maximum Non-Construction Costs \$1,704,860.00

**Proposal for
the
Town of Sunman**

**Engineering Services for
Sanitary Sewer Extension Project**



CURRY & ASSOCIATES, INC.

CONSULTING ENGINEERS & ARCHITECTS

December 19, 2022

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Point of Contact:
Lori A. Young, P.E., President
Curry & Associates, Inc.

110 Commerce Drive
Danville, Indiana 46122

Lyoung@reccurry.com

P 317-745-6995 | F 317-745-6985 | www.reccurry.com



Curry & Associates, Inc. Firm Overview

Our Experience

- Curry & Associates, Inc. is a corporation with over 40 years of experience providing a wide range of drinking water, wastewater, and stormwater engineering and architectural solutions to utilities in Indiana
- We serve clients from preliminary planning through to design, permits, financing, bidding, contract administration and construction
- We have excellent relationships with state and federal regulatory and funding agencies, including:
 - Indiana Department of Environmental Management (IDEM)
 - Indiana Department of Natural Resources (IDNR)
 - Indiana Utility Regulatory Commission (IURC)
 - Indiana Office of Consumer Counselor (OUCC)
 - Indiana State Revolving Fund (SRF) Loan Program
 - Indiana Office of Community and Rural Affairs (OCRA)
 - USDA Rural Development
- We serve clients with populations ranging from 50-50,000

Our Expertise

- Water, Wastewater, and Stormwater Utility Master Plan Studies
- Funding Assistance
 - Preliminary Engineering Reports for successful loan and grant applications with state and federal funding agencies and municipal bond issues
 - IURC Rate Case Testimony
- Drinking Water:
 - Water Supply Wells
 - Treatment: Aeration, Filtration, Reverse Osmosis, Softening, VOC Removal
 - Treatment for Groundwater Under the Direct Influence of Surface Water
 - Distribution Systems: Prioritizing Water Main Replacements, Looping, Dead-Ends, Hydrants, Valves, Residential Meters
 - Booster Stations
 - Regulatory Compliance
 - Storage: Ground Tanks, Standpipes, Elevated Towers, Tank Mixing
- Wastewater:
 - Collection Systems
 - Lift Stations
 - Treatment
 - I&I Reduction
 - Combined Sewer Separation
 - Wet Weather Treatment Facilities
- Stormwater:
 - Collection
 - Conveyance
 - Detention / Retention



Service

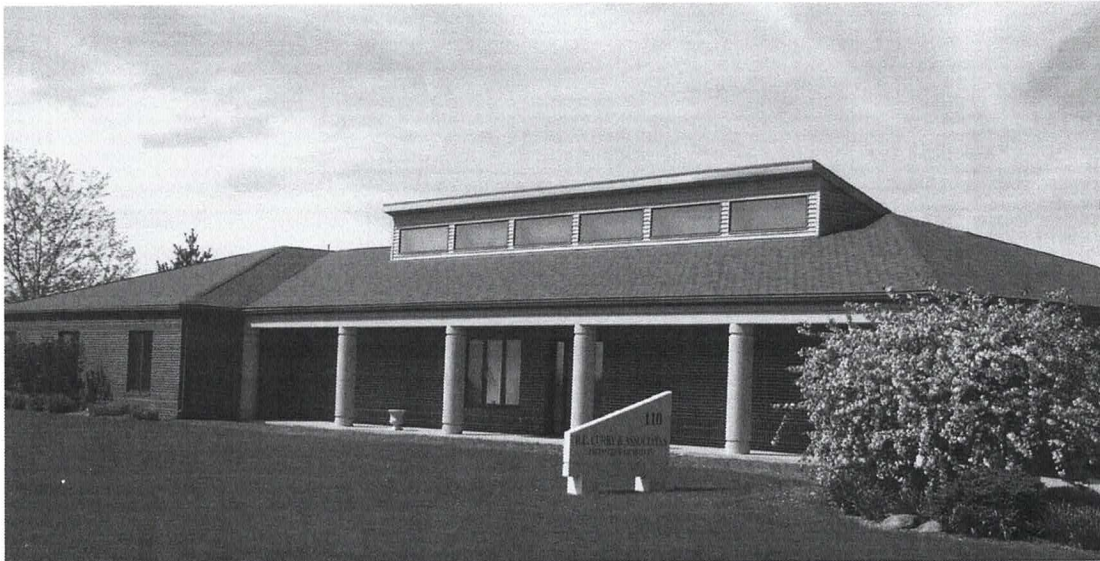
Partnering with our clients to provide excellent engineering service and value is foundational to Curry & Associates, Inc. Helping a community achieve its goals is a passion of our firm. Curry & Associates, Inc. truly strives to work with clients to develop the best fit solutions through understanding your needs, goals, and concerns.

Curry & Associates, Inc. is an ideal partner for several reasons:

- We are a small firm that cares about your project and will serve you with individual attention from our dedicated team.
- Our entire team works collaboratively out of our office located in Danville, IN.
- Our strong history of experience with environmental infrastructure projects helps us to think creatively and consider a wide range of alternatives to meet your needs.
- We stand by our work, are committed to you, and will be here to support you.
- We focus on understanding the concerns of the community in order to develop solutions that will be affordable, effective, and provide a long service life.
- We are ready to get started!

Value

Curry & Associates, Inc. understands the importance of budgets and cost control. The planning phase is an important time to prepare for potential construction needs. Our communication and responsiveness to our clients helps us plan for unique problems or scenarios that arise.



Team Qualifications

Our project team includes professional engineers, surveyor, designers, project management, and administrative support staff. The following team members will be assigned to serve the Town of Sunman.



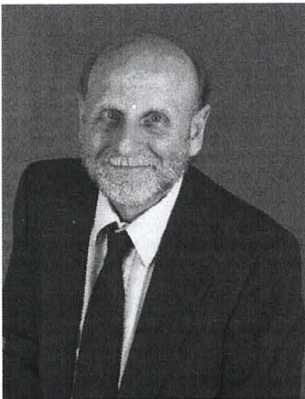
Lori A. Young, P.E., President Lyoung@recurry.com

Qualifications/Licensure/Certifications

- Managing principal in the firm and President since 2011
- B.S. and M.S. in Civil Engineering from Purdue University
- MBA from Indiana Wesleyan University
- Licensed Professional Engineer in the State of Indiana

Areas of Expertise, Knowledge

- Over 20 years of experience specializing in water and wastewater engineering
- Designed and supervised many projects, including drinking water supply, treatment, storage, distribution systems, wastewater treatment and collection facilities, lift stations, stormwater drainage systems, maintenance buildings, office buildings, and recreation facilities
- Extensive experience with 10 States Standards, AWWA Standards, WEF Standards, and EJCDC documents



Jerry Luedeman, Project Engineer

jluedeman@recurry.com

Qualifications/Licensure/Certifications

- B.S. from Purdue University

Areas of Expertise, Knowledge & Service

- Over 30 years of experience in civil engineering design, construction, and contract administration
- Integral to the design team on many projects, including water supply wells, water mains, water treatment plants, elevated water storage tanks, water distribution systems, water booster stations, wastewater collection systems, wastewater lift stations, wastewater treatment plants, maintenance buildings, and office buildings





Jill Curry, Project Manager & Funding Specialist

jill@recurry.com

Qualifications/Licensure/Certifications

- B.A. from Franklin College
- Certified Grant Administrator, Indiana Office of Community and Rural Affairs
- Certified Water Loss Audit Validator, Indiana Finance Authority

Areas of Expertise, Knowledge, and Service

- Over 15 years experience with state and federal funding applications including Preliminary Engineering Reports, Environmental Review documents
- Extensive experience in project development and compliance requirements

Doug Mark, Senior CAD & Field Technician

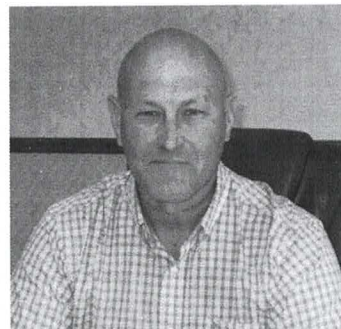
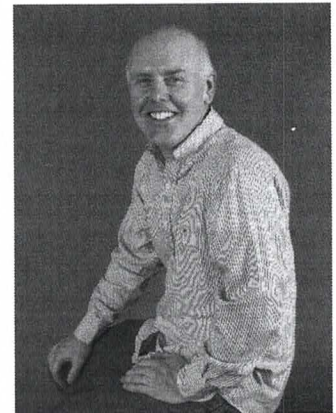
dmark@recurry.com

Qualifications/Licensure/Certifications

- Associate of Applied Science in Technical Graphics, Purdue University

Areas of Expertise, Knowledge, and Service

- Over 30 years of experience in site planning and design, CAD, and graphics programming
- Strong history of experience in wastewater and drinking water design, erosion control design and implementation.



David Talbott, P.E. and P.L.S., Project Engineer

dtalbott@recurry.com

Qualifications/Licensure/Certifications

- B.S. from Purdue University
- Licensed Professional Engineer in the State of Indiana
- Licensed Professional Land Surveyor in the State of Indiana

Areas of Expertise, Knowledge and Service

- Over 30 years of experience in civil engineering design, construction, and contract administration. Strong history of experience in site design, drainage and sanitary sewer design.
- Mr. Talbott will serve as a project engineer with particular focus on field investigation, modeling, and design.



Relevant Project Experience

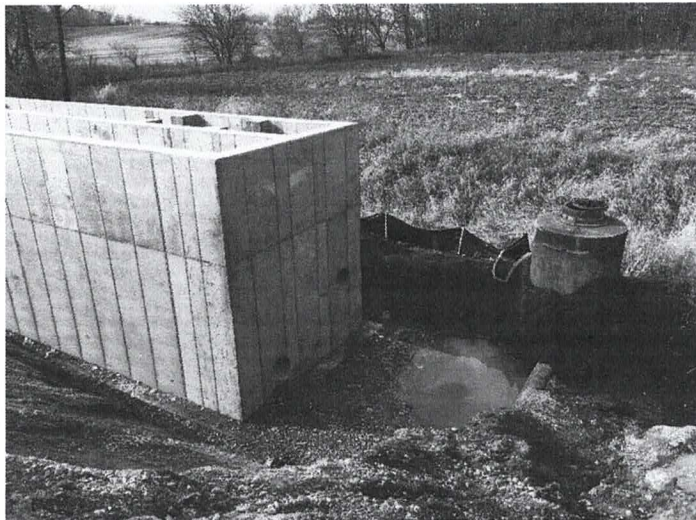
1. Town of Summitville, Madison County

Mr. Tom Everett, Public Works and Public Safety Director, 765-620-1302

Background

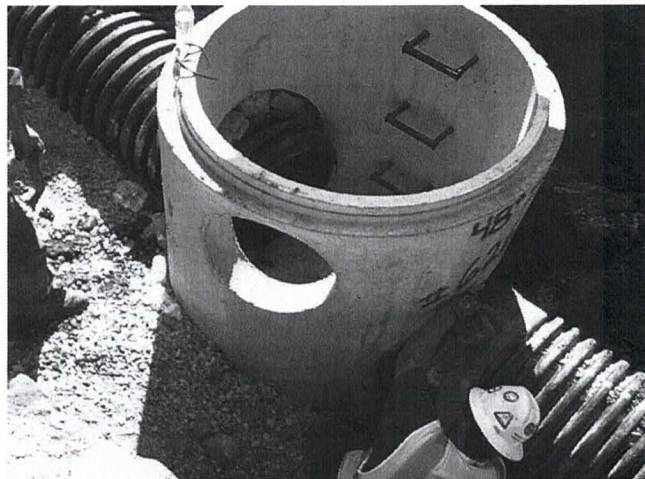
Curry & Associates, Inc. has served the Town of Summitville the past two years as it has pursued drainage and wastewater projects aimed at reducing flooding and complying with items in the Long Term Control Plan. In 2018, Curry & Associates assisted the Town with a \$600,000 OCRA Stormwater grant application for drainage improvements throughout the east side of Town.

In addition, the Town is utilizing \$2,756,000 in loan and \$4,019,000 in grant funding provided by the United States Department of Agriculture (USDA) Rural Development to improve wastewater treatment, replace the main lift station, and install a new sanitary sewer collection system throughout a portion of Town.



Summitville Lagoon Disinfection Facility constructed, 2020-2021.

The OCRA-funded stormwater project installed 12"-24" storm drains along with manholes and inlets, 2019-2020.



2. Town of Dillsboro, Dearborn County

Ms. Susan Greco, Town Manager 812-432-3243

We have served the Town of Dillsboro for approximately 14 years solving water, wastewater and stormwater needs.

Highlighted Project – Town of Dillsboro – Wastewater Treatment

We started our work for the Town by preparing a Compliance Plan in order to help the Town comply with their IDEM Agreed Order. We then assisted the Town with the planning, design, bidding and construction of a new master lift station, followed by a new wastewater treatment plant and force main to the WWTP.

Construction of the new plant and a new master lift station and force main has eliminated Dillsboro's wet weather overflows. All wastewater flow collected at the master lift station is pumped to the plant without bypassing. We have worked with Dillsboro to replace three additional lift stations and replace sanitary sewer segments necessary to eliminate flow capacity restrictions.



Town of Dillsboro WWTP

Highlighted Project – Town of Dillsboro – Wastewater Collection System

Curry & Associates, Inc. has assisted Dillsboro in design, bidding and contract administration for replacement of the Spangler Road Master Lift Station, Front Street and Sunset Drive Lift Stations. We also created a new regional lift station with new force main to bypass an area of the collection system that was surcharging during wet weather events.

Highlighted Project – Town of Dillsboro – Drinking Water Improvements Project 2022

Curry & Associates, Inc. worked with the Town to secure an OCRA grant and SRF funding for a drinking water improvements project to begin construction in 2022. The project includes water mains, tank improvements, water meter replacement, and SCADA.



1. Town of Trafalgar, Johnson County

Ms. Donna Moore, Clerk Treasurer, 317-878-4596

Background

Curry & Associates, Inc. has served the Town of Trafalgar for approximately 13 years. We have assisted Trafalgar with drinking water, drainage and wastewater concerns over that time. Curry & Associates assisted the Town with the design for two additional aerobic digester tanks and a sludge pump station to better handle sludge management and wastewater treatment. These 2008 improvements at the plant helped the Town to better achieve ammonia removal and provide better treatment all year round.

In addition, the Town of Trafalgar was awarded a \$500,000 OCRA grant for construction of drainage improvements from OCRA in July 2014. This project included construction of new storm sewers, lowering a section of roadway, and replacement of impacted sidewalks. Curry & Associates worked with the Town to design a system which allows for future improvements on adjacent streets. Eighteen-inch storm sewers will allow for future phases to tie-in as Trafalgar implements other drainage plans in a cost-effective manner.

In 2017, Curry & Associates completed a drinking water and wastewater study for the Town. Following the study, the Town received a \$700,000 OCRA grant to complete drinking water system improvements including tank rehabilitation, valves, meters and service line replacement, and a maintenance building.

In 2021, Curry & Associates assisted the Town in securing a \$700,000 OCRA grant, \$2,500,000 SWIF grant, and \$2,507,000 SRF loan to expand the existing wastewater treatment plant and rehabilitate the collection system. The project is being constructed in 2022-2023.



Project Understanding and Proposal

The Town of Sunman is located in Adams Township, Ripley County, and is the nearest wastewater service provide to the south side of I-74 in Adams Township. Both Ripley County as well as local and regional economic development leaders have prioritized sanitary sewer service to the I-74 area. The Town of Sunman has worked with officials to secure funding for a sanitary sewer extension project.

Curry & Associates, Inc. has recently worked on wastewater system improvements throughout Ripley and Dearborn counties including the municipalities of the Town of Versailles, Town of Milan, Town of Dillsboro. We are familiar with this project and have developed preliminary design options and estimates and would be honored to serve the Town for the design of improvements to include:

- Design of approximately 10,600 linear feet of 2" force main to serve the immediate needs of the project area.
- Design of approximately 10,600 linear feet of 6" force main to be installed to serve future users/capacity.
- Design of a lift station to be located near the intersection of State Road 101/State Road 46.

Our team would serve the Town of Sunman for all phases of the project including:

- Preparation of all design and construction specifications/drawings.
- Regulatory submittals to applicable governing agencies
- Bid and award services
- Contract Administration Services

The breakdown of costs is listed below

Design & Permitting	Bidding & Award Services	Contract Admin.	Total
\$77,000.00	\$5,500.00	\$27,500.00	\$110,000.00

In **total** we estimate our fees for the above project services to be **\$110,000.00**.

We are very familiar with the READI program funding and are prepared to assist with any State and Local ARPA funding requirements.

When this project moves to construction, we estimate **Construction Observation/Resident Project Representative Fees at \$55,000.00 if the Town of Sunman finds this service necessary**. If desired, Curry & Associates could provide **part-time construction observation services for \$27,500**, pending the needs of the Town and capacity of local staff to conduct the construction observation.

Curry & Associates, Inc., would greatly appreciate the opportunity to be of service for this important project. Our knowledge and understanding of wastewater utilities make us a great member of your team. We are committed to your success, and working to find the best fit solutions for your community.



Project Schedule

Our team is prepared to immediately begin all design, construction plan/specification preparation, permitting, funding agency and other coordination work. The proposed timeline for design, bidding and construction is below:

Project Component	Date
Final Engineering Design	January-May 2023
Permitting	May 2023
Advertise for Bids	June 2023
Receive Bids for Project	July 2023
Contract Award	July 2023
Begin Construction	August 2023
Substantial Completion of Construction	October 2024
Final Completion of Construction	September 2024

Our team will continue to monitor ARPA/READI funding updates and work with the Town of Sunman on timeline and funding availability as updates become available.



Accepted by the Town of Sunman:

Signature: _____

Printed Name & Title: _____

Date: _____



