



Board of Public Works and Safety
Lafayette City Hall, Council Chambers
Caucus is Cancelled

Meeting: January 20, 2026

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- a. January 13, 2026

Documents:

[01132026.pdf](#)

NEW BUSINESS

Lafayette Renew

- a. Recommendation For Award-2025 Sewer Rehabilitation Project

Documents:

[Recommendation for Award-2025 Sewer Rehab Project.pdf](#)

- b. Amendment #3-Service Area 11B With HWC Engineering

Documents:

[Amendment 3-Service Area 11B.pdf](#)

Engineering

- a. Permission To Advertise-Creasy Lane CCMG Project

Documents:

[Permission to Advertise-Creasy Lane CCMG Project.pdf](#)

Purchasing

- a. Modification Of Award-Sodium Fluoride (Chemical Bids)

Documents:

[Modification of Award-Sodium Fluoride-Chemical Bids.pdf](#)

- b. Declaration Of Surplus Property-Fleet Maintenance

Documents:

[Surplus-Fleet.pdf](#)

Water Works

- a. Contract With Ortman Drilling Inc For 2026 Test Well And Test Production Well Drilling

Documents:

[Contract with Ortman Drilling.pdf](#)

CLAIMS

MISCELLANEOUS

- a. Banner Request-Boy Scouts Of America

Documents:

[Banner Request-Boy Scouts.pdf](#)

Animal Control Appeal Hearing-Joshua Bowsher

A list of all permits issued for the preceding month is available at <https://lafayette.in.gov/DocumentCenter/Index/377>

Livestream and archived copies are available on the City's Agenda Center, <https://lafayette.in.gov/AgendaCenter> or the City's YouTube channel <https://www.youtube.com/@CityofLafayetteIN>

Board of Public Works and Safety Members (Mayoral Appointments):

1. Gary Henriott-Current Term 1/1/2004-Present
2. Cindy Murray-Current Term 1/1/2004-Present
3. Amy Moulton-Current Term 7/6/2018-Present
4. Eric Rody-Current Term 5/23/2023-Present
5. Ronald Shriner-Current Term 1/1/2008-Present

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
January 13, 2026

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, January 13, 2026 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray, Amy Moulton, Eric Rody and Ron Shriner.

Jacque Chosnek, City Attorney, was present.

President Henriott called the meeting to order.

The Pledge of Allegiance was given to the flag of our Country.

MINUTES

Mrs. Moulton moved for approval of the minutes from the January 6, 2026 regular meeting. Mrs. Murray seconded. Passed.

BIDS UNDER ADVISEMENT

2025 Sewer Rehabilitation Project

President Henriott stated that this will remain under advisement.

NEW BUSINESS

Engineering

Recommendation for Award-Lafayette Steele Site Road Construction and Intersection Improvements

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of a Recommendation for Award for the Lafayette Steel Site Road Construction and Intersection Improvements with Rieth-Riley Construction in the amount of \$2,636,814.78. The bids were opened on December 16, 2025. It was determined that Rieth-Riley Construction was the lowest responsive bidder. Mr. Shriner moved for approval. Mr. Rody seconded. Passed.

Contract-Lafayette Steele Site Road Construction and Intersection Improvements

Mr. Grenard presented to the Board and recommended approval of a Contract for the Lafayette Steele Site Road Construction and Intersection Improvements with Rieth-Riley Construction in the amount of \$2,636,814.78. Mr. Rody moved for approval. Mrs. Murray seconded. Passed.

Notice to Proceed-Lafayette Steele Site Road Construction and Intersection Improvements

Mr. Grenard presented to the Board and recommended approval of a Notice to Proceed for the Lafayette Steele Site Road Construction and Intersection Improvements. Mr. Grenard stated that this project is set to start today and will be completed late summer 2026. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Purchasing

Recommendation for Award-Sodium Bisulfite, Hydrochloric Acid, Buffered Muriatic Acid, Ferric Chloride, Ammonium Sulfate (Dry), Sodium Fluoride, and Sodium Chloride (Salt)

Dave Payne, Purchasing Manager, presented to the Board and recommended approval of a Recommendation for Award for the Sodium Bisulfite, Hydrochloric Acid, Buffered Muriatic Acid, Ferric Chloride, Ammonium Sulfate (Dry), Sodium Fluoride, and Sodium Chloride (Salt). The awards the following:

<u>Supplier</u>	<u>Chemical</u>	<u>Price per U/M</u>
PVS Chemical Solutions	Sodium Bisulfite	\$1.80/gal.
Brenntag Mid-South	Hydrochloric Acid	\$178.00/55 gal drum
Brenntag Mid-South	Sodium Chloride (Salt)	\$364.70/ton
Water Solutions Unlimited	Buffered Muriatic Acid	\$110.00/15 gal. drum
Water Solutions Unlimited	Sodium Fluoride	\$1.68/lb.
Water Solutions Unlimited	Ammonium Sulfate	\$0.67/lb
Kemira Water Solutions	Ferric Chloride	\$2.14/gal.

Mr. Payne stated that Bellrock Chemical was determined to be non-responsive because the bid requires no more than .3% insoluble matter in sodium fluoride and the product Bellrock offers is .34-.38%. Water Works is concerned about increasing build up in their vats and clogging of their delivery lines. The WSU product offered has been in use for the past year and meets the specifications stated in the bid. Mrs. Murray moved for approval. Mr. Rody seconded. Passed.

Lafayette Housing Authority

Agreement between Lafayette Housing Consortium and Habitat for Humanity of Lafayette 2025 #1- 1412 Morton Street

Michelle Reynolds, Director, presented to the Board and recommended approval of an Agreement between Lafayette Housing Consortium and Habitat for Humanity of Lafayette 2025 #1- 1412 Morton Street. This agreement authorizes up to \$80,000.00 in funding to support the construction of a new home and to provide direct homebuyer assistance. The funding will be drawn from Habitat for Humanity's 2022, 2023, and 2025 HOME awards. Mr. Rody moved for approval. Mr. Shriner seconded. Passed.

Water Works

Agreement with Wessler Engineering for On-Call Waterworks Engineering Services

Steve Moore, Water Works Superintendent, presented to the Board and recommended approval of an Agreement with Wessler Engineering for On-Call Waterworks Engineering Services for 2026. This agreement established on-call task orders for water works projects. It will replace the original water on-call agreement that was originally signed in 2015. Mr. Moore and Andrew Gordon, Wessler Engineering, answered questions from the Board. Mr. Rody moved for approval. Mrs. Murray seconded. Passed.

Task Order #1-On Call Waterworks Engineering Services with Wessler Engineering

Mr. Moore presented to the Board and recommended approval of Task Order #1 for On-Call Waterworks Engineering Services with Wessler Engineering in a not-to-exceed amount of \$58,100.00 for time and materials. Mr. Moore stated that task order will assist with preparation of design drawings and specifications to obtain permit approval by IDEM for switching disinfection methods at the Canal Road Water Treatment Plant and to add disinfection at both of the City's booster station sites. Mr. Moore answered questions from the Board. Discussion ensued. Mr. Rody moved for approval. Mr. Shriner seconded. Passed.

Amendment #1-Lead Service Line Replacement, Phase 1 with Wessler Engineering

Mr. Moore presented to the Board and recommended approval of Amendment #1 for the Lead Service Line Replacement Project, Phase 1 with Wessler Engineering. The original contract fees were estimated based on a 6-month construction duration. Wessler was able to utilize their original contract budget through the end of 2025, however construction is being extended until April 2026 based upon approximately 3-months of material delays. Mr. Moore gave an update on the status of the project. Mrs. Murray moved for approval. Mr. Rody seconded. Passed.

CLAIMS

Jeremy Diehl, Controller, presented for Board approval of Claims in the amount of \$9,388,607.47. President Henriott asked if there were any further questions and there were none. Mrs. Moulton moved for approval. Mr. Rody seconded. Passed.

Time: 9:16 a.m.

BOARD OF PUBLIC WORKS AND SAFETY

Gary Henriott s/s

President

ATTEST: Mindy Miller Riehle s/s

Mindy Miller Riehle, 1st Deputy Clerk

Minutes written by Mindy Miller Riehle, 1st Deputy Clerk

*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at

<http://www.lafayette.in.gov/agendacenter>. **A list of all permits issued for the preceding week is available at

<http://www.lafayette.in.gov/DocumentCenter/Index/375>



January 12, 2026

Board of Public Works and Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a Notice of Award for the 2025 Sewer Rehabilitation Project. This project consists of the installation of approximately 17,546 linear feet (LF) of 8-inch Cured-In-Place Pipe (CIPP), 780 LF of 10-inch CIPP, and 73 LF of 15-inch CIPP in sanitary, storm, and combined sewers, and one (1) known point repair of approximately 10 LF of 10-inch sanitary sewer. The work shall include sewer cleaning, pre- and post- CCTV inspections of the sewers, lateral reinstatements, and removal of protruding laterals as required.

Sealed bids for this project were opened at the Board of Works Meeting on January 6, 2026. This Award is to the low bidder, InLiner Solutions, LLC, who submitted a bid in the amount of \$834,968.00.

Other bids received were from SAK Construction, LLC for \$1,049,366.50, Insituform Technologies, LLC for \$1,097,543.08, SLB Pipe Solutions, LLC for \$1,180,172.00, and Visu-Sewer, LLC for \$1,555,130.00.

These documents have been reviewed by the Design Engineer and I recommend them for your approval.

Respectfully,

A handwritten signature in black ink, appearing to read "Brad W. Talley".

Brad W. Talley
Superintendent
Lafayette Renew



Notice of Award

Date: 1/20/2026

Project:
2025 Sewer Rehabilitation Project

Owner:
City of Lafayette

Engineer:
Wessler Engineering

Engineer's Project No.:
293225.04.001

Bidder:
InLiner Solutions, LLC

Bidder's Address:
4520 N SR 37, Orleans, IN 47452

You are hereby notified that your Bid dated **1/6/2026** for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the **2025 Sewer Rehabilitation Project**.

The Contract Price of your Contract is **eight hundred thirty-four thousand, nine hundred sixty-eight dollars and NO cents (\$834,968.00)**.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract performance bond and insurance certificates as specified in the Project Manual.

Failure to comply with these conditions with the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Lafayette

Owner

By:

Authorized Signature

Title

Copy to Engineer

January 9, 2026

City of Lafayette, Indiana
Board of Public Works and Safety
20 North Sixth Street
Lafayette, Indiana 47901

Re: 2025 Sewer Rehabilitation
Evaluation of Bids

Dear Members of the Board:

Pursuant to the advertisement, bids for the 2025 Sewer Rehabilitation were received at 9:00 am on January 6, 2026 at the office of the City Clerk, 20 North 6th Street, Lafayette, Indiana. Each of the sealed bids was opened and read aloud.

Five (5) bids were received. A copy of the official Bid Tabulation is enclosed. The contractors which submitted bids and their respective bid amounts are as follows:

<u>Contractor</u>	<u>Bid Price</u>
InLiner Solutions, LLC.	\$ 834,968.00
SAK Construction, LLC.	\$ 1,049,366.50
Insituform Technologies, LLC.	\$ 1,097,543.08
SLB Pipe Solutions, LLC.	\$ 1,180,172.00
Visu-Sewer, LLC.	\$ 1,555,130.00

The engineer's estimate for the project was \$1,160,000. Two (2) bids were above the engineer's estimate, and three (3) bids were below the engineer's estimate. The low bid was approximately \$325,032 below the engineer's estimate.

We have reviewed the bid package for the low bidder, InLiner Solutions, LLC. (InLiner) The bid documents appear to be complete, with the exception of the Drug Testing Plan. Upon inquiry, InLiner provided their Drug Testing Plan on January 7, 2026. Additionally, the Evidence of Authority to do business in Indiana submitted in InLiner's bid package expires on January 9, 2026. Per Indiana Code, the Evidence of Authority to do business in Indiana is required before work can begin on the project, and InLiner shall provide receipt of their renewal application. InLiner is aware that if they are awarded the project the Notice to Proceed cannot be issued until the updated Evidence of Authority to do business in Indiana is received.

Based on the evaluation of their experience and qualifications it appears that they should be capable of performing the work required. Additionally, Inliner has previously completed sewer rehabilitation projects for Lafayette Renew that have been successful.

Pursuant to the Contract Documents, the Board may reject any and all bids, or accept any bid as may be the lowest responsive and responsible bidder. Should the Board choose to award the Project, based upon the bids received and information obtained on the low bidder, the Notice of Award may be made to InLiner Solutions, LLC at a contract price of \$834,968.00, contingent upon review by your legal counsel.

Upon the Board's decision, we will prepare a letter and Notice of Award to InLiner Solutions, LLC.

If you have any questions or comments please feel free to contact me at (317) 788-4551.

Sincerely,

WESSLER ENGINEERING

A handwritten signature in black ink that reads 'Bridget R. Ingram' in a cursive script.

Bridget R. Ingram, P.E.
Project Manager

Enclosure

BID DOCUMENTS: 1 BID FORM 96 2 BID ATTACHMENT 3 BID BOND 4 EVIDENCE OF AUTHORITY TO DO BUSINESS IN INDIANA 5 FINANCIAL STATEMENT 6 DRUG TESTING PLAN AND CERTIFICATION 7 CERTIFICATE OF PREQUALIFICATION (IDOA or INDOT) 8 ADDENDUM No. 1 &2 ACKNOWLEDGED	InLiner Solutions, LLC. YES YES YES YES YES NO ¹ YES YES	SAK Construction, LLC. YES YES YES NO YES NO ² NO YES	Insituform Technologies, LLC. YES YES YES NO ³ NO NO ³ YES YES	SLB Pipe Solutions, LLC. YES YES YES NO YES YES YES YES	Visu-Sewer, LLC. YES YES YES NO ⁵ NO NO ⁵ NO YES
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FOR UNIT PRICE PROJECTS:

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANT.	ENGINEER'S ESTIMATE		InLiner Solutions, LLC.		SAK Construction, LLC.		Insituform Technologies, LLC.		SLB Pipe Solutions		Visu-Sewer, LLC.	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
	<u>Sanitary Sewer - Unit Price Costs</u>														
1a	CIPP Lining, 8-inch	LF	17546	\$50.00	\$877,300.00	\$39.00	\$684,294.00	\$50.25	\$881,686.50	\$47.84	\$839,400.64	\$51.00	\$894,846.00 ⁴	\$72.00	\$1,263,312.00
1b	CIPP Lining, 10-inch	LF	780	\$60.00	\$46,800.00	\$41.00	\$31,980.00	\$51.00	\$39,780.00	\$51.84	\$40,435.20	\$56.00	\$43,680.00	\$91.00	\$70,980.00
1c	CIPP Lining, 15-inch	LF	73	\$500.00	\$36,500.00	\$138.00	\$10,074.00	\$200.00	\$14,600.00	\$136.36	\$9,954.28	\$102.00	\$7,446.00	\$206.00	\$15,038.00
2	Sewer Heavy Cleaning (Undistributed)	HRS	20	\$500.00	\$10,000.00	\$350.00	\$7,000.00	\$500.00	\$10,000.00	\$685.55	\$13,711.00	\$230.00	\$4,600.00	\$610.00	\$12,200.00
3	Lateral Reinstatement	EA.	430	\$125.00	\$53,750.00	\$19.00	\$8,170.00	\$50.00	\$21,500.00	\$73.09	\$31,428.70	\$230.00	\$98,900.00	\$100.00	\$43,000.00
4	Protruding Lateral Reinstatement (Undistributed)	EA.	20	\$200.00	\$4,000.00	\$125.00	\$2,500.00	\$165.00	\$3,300.00	\$171.39	\$3,427.80	\$385.00	\$7,700.00	\$305.00	\$6,100.00
5	Point Repair No. 1	LS	1	\$20,000.00	\$20,000.00	\$13,450.00	\$13,450.00	\$17,500.00	\$17,500.00	\$28,735.96	\$28,735.96	\$25,000.00	\$25,000.00	\$13,500.00	\$13,500.00
6	Sewer Point Repair Allowance	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
7	Final Clean-up and Restoration (3% minimum)	LS	1	\$35,000.00	\$35,000.00	\$26,500.00	\$26,500.00	\$31,500.00	\$31,500.00	\$36,931.83	\$36,931.83	\$33,000.00	\$33,000.00	\$46,000.00	\$46,000.00
8	Mobilization, Demobilization, Bonds and Insurance (5% maximum)	LS	1	\$58,000.00	\$58,000.00	\$31,000.00	\$31,000.00	\$9,500.00	\$9,500.00	\$73,517.67	\$73,517.67	\$45,000.00	\$45,000.00	\$65,000.00	\$65,000.00
Total of Sanitary Sewer - Unit Price Costs				\$1,160,000.00		\$834,968.00		\$1,049,366.50		\$1,097,543.08		\$1,180,172.00		\$1,555,130.00	

NOTES:

1. InLiner included their Drug Certification with the Bid packet, but not their plan. The plan was provided upon request on 1/7/26.
2. SAK Construction included their Drug Certification but not their plan.
3. Insituform Evidence of Authority was expired and they included their Drug Certification, but not their plan.
4. SLB Pipe Solutions calculated Item 1a at \$894,864.00, the correct calculation is \$894,846.00
5. VisuSewer Evidence of Authority was expired and they included their Drug Certification, but not their plan.

I hereby certify that to my best knowledge and belief, this Bid Tabulation is a correct and accurate tabulation of the Bids received by the City of Lafayette, Indiana for the 2025 Sewer Rehabilitation, on January 6, 2025.

Bridget R Ingram

Bridget R. Ingram, P.E.
Registered Engineer No. 12000728
State of Indiana





January 12, 2026

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you Contract Amendment 3 with HWC Engineering regarding Service Area 11B.

This Amendment is comprised of additional engineering services for three sewer extensions which are being designed for potential additions:

- a. Gravity Sewers (12") will be extended from the Dismal Creek Sewer being installed as part of the base project, north to CR 500S along with manholes, restoration and miscellaneous appurtenances.
- b. A gravity sewer (15") will be extended from near Wea School Road south across Wea Creek along CR 200 W along with manholes, restoration and miscellaneous appurtenances to allow for future further extensions and connections.
- c. A gravity sewer (8") will be extended from near Wea School Lift Station to the northwest along Wea School Road along with manholes, restoration and miscellaneous appurtenances to allow for future further extensions and connections.

Amendments also include providing the required additional survey, engineering design and permitting for the additional routes identified along with the associated land acquisition services.

The adjusted compensation for this proposed scope of services provided by HWC Engineering is an increase of \$170,000 (see Appendix D), bringing the total contract amount to \$1,999,375.

This amendment was reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew



HWC ENGINEERING
BMO Plaza
135 North Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663

CONTRACT AMENDMENT #3

This **CONTRACT AMENDMENT** is recognized as being established the ____ day of _____, 2026, by and between HWC Engineering, Inc., of Indianapolis, Indiana (hereinafter referred to as "HWC") and City of Lafayette Indiana (hereinafter referred to as the "CLIENT") through its Board of Public Works and Safety concerning the existing contract for professional services dated September 13, 2022, amended July 11, 2023 and January 28, 2025, and which is hereby amended as follows:

The Project Name, Location, and Address are:

Service Area 11B
Lafayette, Indiana

The CLIENT's Name and Address is:

City of Lafayette Board of Public Works & Safety
20 North 6th Street
Lafayette, IN 47901

The Project's Designated Representative and his/her contact information (including title, address, phone number, fax number, and e-mail address) are:

Brad W. Talley, Superintendent
City of Lafayette Renew
1700 Wabash Avenue
Lafayette, IN 47901
765-807-1800
btalley@lafayette.in.gov

The Project's Designated HWC Representative and his/her contact information (including title, address, phone number, fax number and e-mail address) are:

Dick R. Weigel, PE
Sr. Project Manager, Partner
HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
317-981-1245 direct
Dweigel@hwcengineering.com

The applicable HWC Project Number is: 2022-210-S

The obligation and scope of services of HWC under this amendment shall be as follows:

This Amendment is comprised of additional engineering services for three sewer extensions which are being designed for potential additions to the Service Area 11B project utilizing available project contingency funds. The scope of Services for this amendment is further defined in Appendix A.

In general, the contract with HWC shall be amended to include providing the required additional survey, engineering design and permitting for the additional routes identified along with the associated land acquisition services.

Fees for this Amendment are included in the attached Appendix "D".

It is further mutually agreed by the CLIENT and HWC that all other provisions and appendices of the original agreement shall remain unchanged.

"CLIENT"

**City of Lafayette Board of Public Works &
Safety**

Gary Henriott, President

Amy Moulton

Cindy Murray

Eric Rody

Ron Shriner

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date:

"HWC"

HWC Engineering

By: 

Printed: Eric M. Smith, P.E.

Title: VP/Director, Water Resources Div.

Date: January 6, 2026

APPENDIX “A”

SERVICES BY HWC

Introduction/Background

This Amendment is comprised of additional engineering services for three sewer extensions which are being designed for potential additions to the Service Area 11B project utilizing available project contingency funds. The additional sewer extensions proposed include a 2,200’ extension of a sanitary sewer to CR 500S from the base project’s Dismal Creek sewer, a 1,700’ sewer extension under Wea Creek generally along CR 200W, and a 350’ extension from the new Lift Station to the northwest along Wea School Road. The proposed additional sewer extensions require additional survey, design plans, permit modification submittals and right-of-way services.

The preliminary cost estimates developed by the contractor for the above areas totaled over \$2.5 Million. **HWC** has completed preliminary investigations for these project areas, however, in order to allow the work to proceed to construction, additional survey will be required along with the development of a set of design plans to obtain the required permits.

In general, the Agreement with **HWC** shall be amended to include providing the required additional survey, engineering design and permitting for the additional routes identified in Exhibit 1, and associated land acquisition services.

A detailed scope of services to be provided to meet this general Project intent is described below.

Scope of Services

Surveying

HWC shall provide additional field survey for the additional project areas as required. The field survey shall establish a site and topographic survey and appropriate information in a manner in compliance with the original scope except that State LiDAR mapping will be used for the new corridors, and field locates of utilities will be completed.

Design Engineering and Permitting

The following scope of services, similar to the original Agreement, is proposed for this task to complete the design plans and permitting for the sewer extensions as depicted in Exhibit 1.

Design

1. **HWC** shall prepare plans and specifications for the following additional infrastructure:
 - a. Gravity Sewers (12”) will be extended from the Dismal Creek Sewer being installed as part of the base project, north to CR 500S along with manholes, restoration and miscellaneous appurtenances.
 - b. A gravity sewer (15”) will be extended from near Wea School Road south across Wea Creek along CR 200 W along with manholes, restoration and miscellaneous appurtenances to allow for future further extensions and connections.
 - c. A gravity sewer (8”) will be extended from near Wea School Lift Station to the northwest

Service Area 11B

City of Lafayette Board of Works – Amendment #3

Appendix “A”

- along Wea School Road along with manholes, restoration and miscellaneous appurtenances to allow for future further extensions and connections.
2. Prepare preliminary design plans of the sanitary sewer improvements for review by **CLIENT** and contractor.
 3. Environmental Investigation if determined to be needed for the areas will be completed per the scope as defined in the original base scope. (To be completed by **HWC** Subconsultant)
 4. Conduct utility coordination for the additional project areas as defined in the original base scope of work.
 5. **HWC** shall complete the other design tasks for the additional work areas as required and as defined in the original contract's base scope of services.
 6. Permits included are:
 - An IDEM Sanitary Sewer Extension Permit for the 3 areas,
 - Construction in a Floodway permit at the Wea Creek Crossing, and
 - County Drainage reviews/permitting.

Geotechnical Investigation Phase (To be completed by Others)

Any geotechnical services, if required by Bowen Engineering, will be acquired by others.

Construction Engineering Revisions:

1. The originally scoped Construction Engineering Services have also been impacted due to the potential additional sewers. The changes have generally involved more time regarding planning and coordination of the potential additional sewer extensions and extended construction duration due to expanded project scope.
2. The fee in Appendix D will be added to the current Hourly Not-to-Exceed Fee.

Easements

HWC will prepare the additional easements for the extension areas with the same scope as the original contract's base scope of services except that a 50-year title search will be completed for the fee simple takes only. All other services in the original base scope of work will remain unchanged. It is envisioned that two additional easements (Price Parcel & Kirkham Parcel) will be required including appraisals and buying.

Right of Way Services

The following services will be completed on an as needed basis.

- **Right of Way Acquisition Management (Services to be completed by RWS South & HWC)**
 1. Prepare offer documents, and manage all land acquisition services completed by others.
- **Appraisals (Services to be provided by Subconsultants)**
 1. Prepare appraisal reports based on the required standards for easements or right-of-way takings. **(Services to be completed by e-valuations)**
 2. Prepare review/2nd appraisals as needed. **(Services to be completed by RWS South or another subconsultant)**

- **Buying (Services to be provided by RWS South)**
 1. Complete the buying/negotiating of all permanent, or combination of permanent and temporary easements or fee simple takes. The process shall be coordinated with the City's legal staff.
- **Title Searches (Services to be provided by Stallard & Schuh)**
 1. Acquire title work for fee simple takes. A 50-year title search will be completed and coordinated as needed with the City's legal staff. None are anticipated.
- **Direct Costs (Direct Costs potentially from RWS South)**
 1. Such items could include cost-to-cure contractor fees, partial mortgage release fees, recording and contingency items authorized by owner.

Notes:

1. Based on the proposed routes of the project, the tasks above include up to 2 parcels (Price & Kirkham).

Notations, Exceptions and Assumptions

This scope of services is based on several critical assumptions and additional services not included:

1. Survey Services provided do not include legal or boundary surveys.
2. Construction Staking is not included.
3. Construction Testing shall be provided by the contractor.
4. No time for testimony or other services related to permit protests is included.
5. Legal services and/or representation at legal proceedings, including but not limited to, property re-zoning, plan commission submittals, etc. are not included.
6. Staking of easements (if required) is not included.

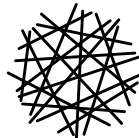
W:\LAFAYETTE\2022-210 LAFAYETTE - SERVICE AREA 11B DESIGN\DESIGN\CAD\2022-210-G.DWG PLOTTED:1/9/2025 9:59 AM



1 OVERALL LAYOUT MAP
SCALE: 1" = 600'

EXHIBIT 1
HWC Amendment #3

REVISIONS		
DATE	DESCRIPTION	BY

**HWC**
ENGINEERING

INDIANAPOLIS - TERRE HAUTE
LAFAYETTE - MUNCIE - NEW ALBANY
www.hwcengineering.com

CITY OF LAFAYETTE BOARD OF WORKS
SERVICE AREA 11B

OVERALL LAYOUT MAP

DRAWN BY
DMW

CHECKED BY
DRW/CAF

DATE
JANUARY 9, 2025

SCALE
AS SHOWN

SHEET

JOB NUMBER
2022-210

G3

OVERALL LAYOUT MAP

APPENDIX “D”

COMPENSATION

HWC shall receive payment from **CLIENT** for the work performed under this Agreement, as listed below:

Activity	Amendment #3 Total	Compensation Type
Survey, Final Design & Permitting	\$120,000	Lump Sum
Construction Engineering	\$30,000	Hourly Not-to-Exceed
Easements (4)	\$3,000	\$750 Per Description
Right-of Way Services	\$ 17,000	Direct Costs Not to Exceed
Right-of-Way Acquisition Management (\$400 per parcel x 2 parcels)		
Initial Appraisal – assume Value Finding (\$2,100 per easement x 2 easements)		
Review/2nd Appraisal – assume Value Finding (\$2,100 per easement x 2 easements)		
Buying (\$2,250 per parcel x 2 parcels)		
Title Searches (\$400 per title x 1 acquisitions)		
Direct Costs for: Cost-to-cure contractor fees, partial mortgage release fees, recording, contingency, etc)		
TOTAL	\$170,000	

Lump sum fee shall be invoiced monthly per services rendered.

If additional engineering or other services, not listed within “Appendix “A” Services by **HWC**” related section of this agreement, are requested in writing by the **CLIENT**, **HWC** shall receive payment for such extra work, either by a lump sum fee determined and agreed to by the **CLIENT** and **HWC** prior to the commencement of such work and in writing, or on an hourly basis plus reasonable expenses as specified on the “Hourly Rates and Reimbursable Expenses Schedule” included herein.

The “Hourly Rates and Reimbursable Expenses Schedule” identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement.

2026 Hourly Billing Rates

Position	Hourly Rate (\$)
Principal	300.00
Director	270.00
Sr. Team Lead	240.00
Sr. Project Manager	220.00
Inspection Manager	190.00
Project Manager	185.00
Sr. Project Engineer	180.00
Sr. Planner	165.00
Project Engineer I	150.00
CAD Production Manager	150.00
Sr. Inspector	145.00
Project Surveyor I	145.00
Sr. Designer/Technician	145.00
Landscape Architect	140.00
Planner	135.00
Survey Crew Lead I	135.00
Project Engineer II	130.00
Project Surveyor II	130.00
Construction Inspector I	125.00
Designer/Technician	120.00
Survey Crew Lead II	120.00
Construction Inspector II	115.00
Project Landscape Architect	115.00
Project Planner	115.00
Project Coordinator	105.00
Graduate Landscape Architect	100.00
Graduate Planner	100.00
Survey Technician I	95.00
Clerical Support	85.00
Survey Technician II	85.00
Intern	75.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.40 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet.
- USBs at \$25.00 each.
- Actual cost photographs and postage and other expenses.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

SECTION 00100

NOTICE TO BIDDERS

Sealed proposals for the construction (including all labor, materials and equipment) of the

CREASY LANE CCMG PROJECT

will be received by the City of Lafayette, Indiana, at the office of the City Clerk, City Hall, 20 North Sixth Street, Lafayette, Indiana 47901, until **9:00 a.m.**, on **February 10, 2026** at which time Bids will be publicly opened and read aloud. Any bids received later than the above time will be returned to the Bidder unopened. No oral, telephoned, telegraphed, faxed, or emailed bids or changes to bids will be considered.

The general description of work for which proposals are to be received consists of:

Milling and paving, traffic markings, pedestrian signal installation, spot remove and replace existing concrete sidewalks, curb and gutter, approaches, installation of ADA ramps along Creasy Lane between US Hwy. 52 and 100' N. of Greenbush St. and any other miscellaneous work pertaining to the project work area. (See Technical Specifications).

Work shall be in accordance with the Bidding Documents, including the Specifications and the Construction Drawings.

Bids shall be properly and completely executed on Form No. 96 (Revised 2013, as prescribed by the Indiana State Board of Accounts), accompanied by the Project Bid Proposal Form. Bidder's financial statement required therein shall reflect conditions not more than four (4) months prior to date of bids. Bids shall be accompanied by an acceptable Cashier's Check or satisfactory bond by an incorporated surety company in good standing and qualified to do business in the State of Indiana, in an amount of not less than five (5) percent of said bid. The deposit is for the purpose of insuring the execution of the contract for which said bid is made.

Bidder's Federal I.D. number must be shown on Page 1 of Form 96 under the "Oath and Affirmation" section.

As required by Federal Law, wage rates on this project shall not be less than the prescribed scale of wages as determined in accordance with the current Federal Wage Decision with modifications included in the bid.

The Contractor to whom work is awarded will be required to furnish a Performance Bond and a Labor & Materials Payment Bond, acceptable by the City of Lafayette, Indiana, in the amount of one hundred (100) percent of the contract price.

No Bidder may withdraw his proposal within a period of ninety (90) days following the date set for receiving bids. The City of Lafayette, Indiana, reserves the right to retain any and all bids for

a period of not more than ninety (90) days and said bids shall be and remain valid and in full force and effect during said time. The City of Lafayette, Indiana, further reserves the right to waive informalities and to award the contract to any Bidder or Bidders, all to the advantage of the City of Lafayette, Indiana, or to reject all bids.

Bid Documents for the proposed work are on file in the office of the City Clerk of the City of Lafayette, Indiana. Contact Clerks@lafayette.in.gov or (765)807-1022.

Approved by the Board of Public Works and Safety on **January 20, 2026.**

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____

Publish: **January 23, 2026**
January 30, 2026

END OF SECTION



Purchasing Department
20 N. 6th Street
Lafayette, IN 47901

January 15, 2026

Board of Public Works and Safety
City of Lafayette
20 N. 6th Street
Lafayette, IN 47901

Re: Modification of Sodium Fluoride Award

MODIFICATION OF AWARD

On January 13, 2026, the Board of Works approved award of the sodium fluoride chemical bid to Water Solutions Unlimited. After the award, it was discovered the award was issued in error due to an administrative mistake in reviewing the apparent low bid.

It has been confirmed that the apparent low bidder, Bellrock Chemical, submitted a responsive bid that meets specifications.

I recommend:

1. that the Board rescind/cancel the prior award to Water Solutions Unlimited for sodium fluoride only; and
2. award the sodium fluoride bid to Bellrock Chemical as the lowest responsive and responsible bidder.

The revised bid tabulations are attached.

2026 Chemical Bid Tabulations

Sodium Hypochlorite, Sodium Bisulfite, Hydrochloric Acid, Muriatic Acid, Ferric Chloride, Sodium Chloride, Ammonium Sulfate, Sodium Fluoride

Vendor: Response:	<u>PVS Technologies</u> On Time	<u>PVS Chemical Solutions</u> On Time	<u>Alexander Chemical</u> On Time	<u>Kemira Water Solutions</u> On Time	<u>Water Solutions Unlimited</u> On Time	<u>Brenntag Mid-South</u> On Time	<u>Bellrock Chemical</u> On Time	<u>Rowell</u> On Time	<u>Pennco</u> On Time
Sodium Bisulfite (per gallon)		\$1.8000	\$1.9900		No Bid	\$1.8730 5 days	No Bid	No Bid	No Bid
Hydrochloric Acid (per 55 gal Drum)			No Bid		\$302.5000	\$178.0000 3-7 days	No Bid	No Bid	No Bid
Muriatic Acid 15 gal drum 55 gal drum			No Bid		\$135.0000 \$385.0000		No Bid	No Bid	No Bid
Ferric Chloride (per gallon)	\$2.1480		No Bid	\$2.1400		No Bid	No Bid	No Bid	No Bid
Sodium Chloride (Salt) (per ton)			No Bid			\$364.7000 3-7 days	No Bid	No Bid	No Bid
Ammonium Sulfate (per lb.)			No Bid		\$0.6700	No Bid	No Bid	No Bid	No Bid
Sodium Fluoride (per lb.)			No Bid		\$1.6800	\$2.4000 2-5 days	\$1.5850 1 pallet \$1.5350 2 pallets	No Bid	No Bid
Lead Time: (Days ARO)	2-5 days	3-5 days	5-7 business days	5 days	5-7 days	See above	3 days		
Evidence of Insurance	Yes	Informational	Informational	Informational	No	Yes	Informational	No	No
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Illegal Alien Affidavit	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
NOTES:									

2025 Awards

Sodium Hypochlorite \$1.6200	Sodium Bisulfite \$1.693	Hydrochloric Acid \$179.50	Muriatic Acid \$110.00 -15gal	Ferric Chloride \$2.270	Sodium Chloride \$365.000	Ammonium Sulfate \$0.60	Sodium Fluoride \$1.7290
			\$270.00-55gal				



The Board of Public Works and Safety has motioned, seconded and passed these recommendations all on this 20th day of January, 2026.

Approved by the Board of Public Works and Safety on the _____ day of _____, 2026.

Gary Henriott, President

Cindy Murray, member

Eric Rody, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____



Purchasing Department
20 N. 6th Street
Lafayette, IN 47901

To: Board of Public Works & Safety

From: Dave Payne, Purchasing Manager

Date: January 15, 2026

Subject: Surplus Property

Surplus Property

The Fleet Maintenance Department is requesting the vehicles listed below be declared as surplus. These vehicles have major rust damage and are not worth repairing. These vehicles will be sold for salvage

City ID #	Item	VIN
FD64	2008 Ford Expedition	1FMFU165X8LA47257
2527	2005 International 4300 single axle dump truck	1HTMMAAL05H155244

A motion has been made and seconded to declare this vehicle as surplus property.

All of which is approved this 20th day of January, 2026 by the Board of Public Works & Safety.

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Cindy Murray, member

Eric Rody, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____



Lafayette Water Works

January 20, 2026

Board of Public Works and Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a proposal with unit prices from Ortman Drilling and an associated agreement to complete 1 test well and 1 test production well on the Wea-Ton property and 5 test wells and 1 test production well in areas of McAllister Park, north of the City's Glick Well Field.

Installation of the wells on each of these properties is to verify the aquifer formation and water quality for potential future production wells. The work will include well drilling, well development, pump testing, and water quality testing that will be used to confirm desired performance and aid in the determination of design parameters for possible permanent wells.

The project cost from Ortman Drilling is \$776,031.00, which is being considered as a Professional Service for the City.

I recommend this agreement for your approval.

Sincerely,

Steve Moore
Water Works Superintendent

PROPOSAL ATTACHMENT

ARTICLE 1 – PROPOSAL RECIPIENT

- 1.01 This Proposal of Ortman Drilling, Inc. (Contractor) is submitted to Lafayette Water Works (Owner) for 2026 Test Well and Test Production Well Drilling.
- 1.02 The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to perform all Work as specified or indicated in the Proposal Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

ARTICLE 2 – NOT USED

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Proposal, Contractor represents that:
- A. Contractor has examined and carefully studied the Proposal Documents, and any data and reference items identified in the Proposal Documents, and hereby acknowledges receipt of the following Addenda, which are included in this Proposal Document:

<u>Addendum No.</u>	<u>Addendum, Date</u>
Meeting Minutes	7/11/2024
Meeting Minutes	8/8/2024
Addendum No. 1*	TBD

*Determine repair or replacement of any damaged asphalt drive / concrete at Glick well field / golf course

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Proposal Documents; and any Site-related reports and drawings identified in the Proposal Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Contractor agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Proposal Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Proposal Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Proposal Documents, and confirms that the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Contractor that Contractor has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Proposal Documents.

ARTICLE 4 - CONTRACTOR'S CERTIFICATION

4.01 Contractor certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Bid;
- C. Contractor has not solicited or induced any individual or entity to refrain from Proposal; and

D. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Proposal process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Contractors, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Proposal process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Contractor will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BASE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	2" Test Well Boring (North of Glick)	EA	1	\$ <u>6,100.00</u>	\$ <u>6,100.00</u>
2	6" Test Well w/o Grain Analysis (North of Glick)	EA	1	\$ <u>33,501.00</u>	\$ <u>33,501.00</u>
3	8"-10" Test Well w/o Grain Analysis (North of Glick)	EA	1	\$ <u>44,340.00</u>	\$ <u>44,340.00</u>
4	6" Test Well (North of Glick)	EA	2	\$ <u>34,089.00</u>	\$ <u>68,178.00</u>
5	6" Test Well (Wea-Ton)	EA	1	\$ <u>38,119.00</u>	\$ <u>38,119.00</u>
6	24" Test Production Well (North of Glick)	EA	1	\$ <u>181,565.00</u>	\$ <u>181,565.00</u>
7	12" Test Production Well (Wea-Ton)	EA	1	\$ <u>260,386.00</u>	\$ <u>260,386.00</u>
8	Interceptor Well Water Quality Testing	EA	1	\$ <u>2,645.00</u>	\$ <u>2,645.00</u>

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
9	Test Well 93-7 Pump Test	EA	1	\$ 3,650.00	\$ 3,650.00
10	Plugging of Test Well	EA	1	\$ 3,200.00	\$ 3,200.00
11	Plugging of Test Production Well	EA	1	\$ 7,550.00	\$ 7,550.00
12	Daily Rate for Additional Well Development	DAY	1	\$ 3,350.00	\$ 3,350.00
13	Private Locating	DAY	1	\$ 2,550.00	\$ 2,550.00
14	Temporary Access Drive (Wea-Ton Property) Includes Silt Fence	LF	150	\$ 49.58	\$ 7,437.00
15	Permanent Access Drive	LF	700	\$ 64.80	\$ 45,360.00
16	Stone Pad for Drilling	SF	16,000	\$ 45,200.00	\$ 45,200.00
17	Remove Temporary Access Drive (Wea-Ton Property)	LF	150	\$ 38.00	\$ 5,700.00
18	Remove Stone Pad for Drilling	SF	16,000	\$ 17,200.00	\$ 17,200.00

Stone prices holding until 4/1/2026, potential increase up to 15% in stone cost

TOTAL UNIT PRICE BASE BID

Total Unit Price Base Bid (in figures) \$ 776,031.00
 Total Unit Price Base Bid (in words) SEVEN HUNDRED SEVENTY-SIX THOUSAND AND THIRTY-ONE & 00/100 Dollars

Contractor acknowledges that 1) each Bid Unit Price includes an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item, and 2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

All other Work, shown and specified but not described under the unit price items herein, necessary for a complete project shall be considered incidental. The cost for that incidental Work shall be included in the cost of unit price items herein.

5.04 The Contractor proposes to use the following subcontractors to complete the Work. Subcontractors may not be changed, except at the request or with no objection from the Owner.

<u>Type of Service</u>	<u>Name of Company</u>
------------------------	------------------------

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Contractor agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Contractor accepts the provisions of the Agreement.

ARTICLE 7 - PROPOSAL SUBMITTAL

CONTRACTOR: *[Indicate correct name of proposal entity]*

Ortman Drilling Inc.

By:

[Signature]

Rick Ortman

[Printed name]

Rick Ortman

(If Contractor is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Mark Ortman

[Printed name]

Mark Ortman

Title:

President

Submittal Date: _____

Address for giving notices:

241 North 300 West

Kokomo, IN 46901

Telephone Number:

765-459-4125

Fax Number:

765-459-8750

Contact Name and E-Mail Address:

Deanna Ortman

dortman@ortmandrilling.com

Contractor's License No:

330 WD PI

AGREEMENT

THIS AGREEMENT is dated this 15TH day of JANUARY, 2026, by and between the Board of Public Works and Safety, City of Lafayette, Indiana ("Owner") and Ortman Drilling, Inc. ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified. The Work is generally described as follows:

2026 Test Wells and Test Production Well Drilling

ARTICLE 2 – CONTRACT TIMES

- 2.01 All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 2.02 All test well Work, after receipt of materials, will be completed within 90 days after authorization is given by the Owner to proceed. Test Production Well Work on the Wea-Ton property, after receipt of materials, will be completed within 45 days after authorization is given by the Owner to proceed. Test Production Well Work north of Glick, after receipt of materials, will be completed within 45 days after authorization is given by the Owner to proceed.

ARTICLE 3 – NOT USED

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

SEVEN HUNDRED SEVENTY-SIX THOUSAND AND THIRTY-ONE & 00/100 DOLLARS
(words)

\$ 776,031.00
(figure)

For all Work, at the prices stated in Contractor's Proposal.

The Proposal prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment when Work is complete.

5.02 Progress Payments

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on a monthly basis during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the Unit Price Work based on the number of units completed.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Contractor's Proposal
 - 2. Agreement
 - 3. E-Verify Affidavit
 - 4. Indiana Iran Investment Certification
 - 5. Standard Terms and Conditions for Professional Services Contracts
 - 6. Test Production Well Drilling Project Manual dated January 2026.
- B. There are no Contract Documents other than those listed above in this Article 7.

ARTICLE 8 – MISCELLANEOUS

8.01 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

8.02 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.03 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.04 Contractor's Certifications

- A. Contractor certifies that is has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the quoting process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the quoting process or the execution of the Contract to the detriment of Owner, (b) to establish Quote or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Contractors, with or without the knowledge of Owner, a purpose of which is to establish Quote prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quoting process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Agreement. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

This Agreement will be effective on 1/15/2026 (which is the Effective Date of the Agreement).

OWNER:

City of Lafayette, Indiana

By: _____

Title: Board President

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

City of Lafayette

20 North 6th Street

Lafayette, IN 47901

CONTRACTOR:

Ortman Drilling, Inc.

By: *Rich Ortman*

Title: President

[CORPORATE SEAL]

Attest: *Mark Ortman*

Title: Secretary

Address for giving notices:

Ortman Drilling, Inc.

241 North 300 West

Kokomo, IN 46901



Approved by the Board of Public Works and Safety on the _____ day of
_____, 2026.

Gary Henriott, President

Amy Moulton, member

Cindy Murray, member

Eric Rody, member

Ron Shriner, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____



Columbia Street Banner Application

NOT FOR PROFIT AGENCIES ONLY-no other banners will be accepted

Please complete this application to request a banner across Columbia Street, between 3rd and 4th Street, in downtown Lafayette. Banners are only hung for a two-week period. While we will do our best to accommodate your request, please be aware that with an abundance of community event banners we may not be able to give you the dates that you have requested. If the exact dates you requested are unavailable, we will contact you to find an agreeable solution.

There are a few steps we would like to make you aware of to make the process simple. Please follow the checklist below. As always, you may contact us with any questions.

1. Contact the City of Lafayette Clerk's Office to schedule installation. Banners are only installed and removed on Tuesday and will only be hung for two-week increments, so please schedule your dates accordingly. Please drop off the banner at the City of Lafayette Traffic Department located at 2208 N. 9th Street 765-807-1401 two (2) weeks prior to the date you would like to have the banner hung.
2. Request approval from the Lafayette Board of Works and Public Safety, (765) 807-1021.
3. Contact your insurance agent to request a Certificate of Insurance to be provided to the City of Lafayette Clerks Department.
4. Banner size is 42"X30', should be double sided, have grommets and wind slits(to prevent damage). If banner does not meet these specifications, it will not be hung. A variety of local printing and graphics companies are available for printing, visit <http://www.greaterlafayettecommerce.com/members/> and look for banners or printing.
5. **Installation Fee:** There is a \$75 installation fee due at the time of submission to the City Clerk's Office.

Name: Bryon Haverstick
Organization: Scouting America - Sagamore Council
Dates of Request: Mar 17-31, 2026
Address: 518 N. Main St. Kokomo, IN 46901
Phone: 765-250-6139 Email: Bryon.Haverstick@scouting.org

*No political banner will be accepted.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
8144 Walnut Hill Lane, 16th Floor
Dallas TX 75231

CONTACT NAME: Laura Craig
PHONE (A/C, No, Ext): 972-770-1402 **FAX (A/C, No):** 972-770-1699
E-MAIL ADDRESS: laura.craig@marshmma.com

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Evanston Insurance Company

35378

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED **BSALFLCA**
Boy Scouts of America, National Council and all of its affiliates and subsidiaries

COVERAGES**CERTIFICATE NUMBER:** 1977287349**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER		V3P0009157	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMPI/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only of the limits of liability specified in such contract. Primary and Non-Contributory applies as required by written contract or agreement. Waiver of Subrogation applies when required by written contract or agreement. Sexual Molestation coverage is incorporated in the policy and addressed by endorsement and is subject to the policy period, terms, limits and conditions of the policy.

For All Official Scouting Activities

CERTIFICATE HOLDER

City of Lafayette
20 N 6th St
Lafayette, IN 47901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MISCELLANEOUS PAYMENT RECPT#: 4975792
City of Lafayette, IN
20N 6th St

Lafayette, IN 47901

DATE: 01/09/26 TIME: 09:01:10
CLERK: smcfarlan DEPT:
CUSTOMER#: 999
MISC CUSTOMER
COMMENT: 3/7-3/31 2026

CHARGES:
BANF BANNER INSTALLM 75.00

AMOUNT PAID: 75.00

PAID BY: BOY SCOUTS OF AMERIC
PAYMENT METH: CREDIT CARD
V#8963 EX 1030

REFERENCE: BOY SCOUTS 0

AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00