



Design Services Corporation

Engineering • Surveying • Environmental • Construction Management

June 12, 2020

Mr. Dennis Carson  
Redevelopment Director  
City of Lafayette  
20 North 6<sup>th</sup> Street,  
Lafayette, IN. 47901

**Re: Supplemental Agreement No. 2 – Streetscape 2019 Phase VI - Construction Materials Testing and Inspection**

Mr. Carson,

This Supplemental Agreement, made and entered into this \_\_\_\_\_ day of 2020, by and between the **LAFAYETTE REDEVELOPMENT COMMISSION, CITY OF LAFAYETTE, INDIANA**, hereinafter referred to as “**OWNER**” and **TBIRD DESIGN SERVICES, CORP.**, hereinafter referred to as “**ENGINEER**”.

**WHEREAS**, on January 24, 2019 the **OWNER** entered into an agreement with the **ENGINEER** to provide Civil Engineering and Project Management services required for the construction of the **STREETSCAPE VI PROJECT**, hereinafter referred to as the “Original Agreement.”

**WHEREAS** it has been determined by the **OWNER** and **ENGINEER** that the following amendments and additions to services in the Original Agreement are required in order to complete the project.

This supplement addresses the addition of special inspections and material testing by Patriot Engineering. TBIRD will perform the following work items related to said testing and inspections.

**Testing & Inspection Scope**

1. TBIRD will manage and coordinate the required testing procedures of Patriot Engineering
2. Patriot Engineering’s Scope of Services is attached and made a part of this supplement.

**Schedule:**

This Supplement Number 2 will not affect the overall project schedule identified in the Original Agreement and Supplement Number 1.

**Compensation:**

The **ENGINEER** shall receive as payment for the work performed under this Supplement, a total Time and Material not to exceed fee of \$25,000.00 unless a modification of the **AGREEMENT** is approved in writing by the **OWNER**.

**NOW, THEREFORE** the parties agree that the Original Agreement be further modified by this Supplemental Agreement No. 2; therefore, the compensation for these services shall increase the total not to exceed compensation by \$25,000.00 from \$257,500.00 to an amount not to exceed \$282,500.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: \_\_\_\_\_

Title Jos Holman, President

By: \_\_\_\_\_

Title Jim Terry, Vice President

Bu: \_\_\_\_\_

Title T.J. Thieme, Secretary

By: \_\_\_\_\_

Title Shelly Henriott

By: \_\_\_\_\_

Title Don Teder

Date Signed: \_\_\_\_\_

Address for giving notices:

Dennis Carson,  
Economic Development Director

515 Columbia St

Lafayette, IN 47901

765-807-1090

ENGINEER:

TBIRD Design Services Corporation

By: *Timothy R. Balensiefer*

Title Timothy R. Balensiefer, President

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Date Signed June 12, 2020

Address for giving notices:

TBIRD Design Services Corp

Timothy R. Balensiefer

105 N. 10<sup>th</sup> St

Lafayette, IN 47901



### Scope of Services

Our scope of services for this project will include soils and concrete testing and inspection. All testing and inspection will be performed in accordance with applicable ASTM and ACI requirements.

All foundation inspections and plastic concrete testing can be performed by one of our senior engineering technicians.

All field services can be covered with a senior technician if given **24-hour** notice. In the event less than 24-hour notice is given, Patriot will make every attempt to cover the project with a senior technician but may only have a project manager or senior project engineer available.

### Cost of Services

Patriot proposes to provide all technician and laboratory testing on a unit price basis in accordance with the attached fee schedule and terms and conditions. Based on the scope of services shown above, the project drawings and specifications, and the size of the structure to be constructed, we estimate the following:

#### Soils:

- Grade Raise Fill Density Testing (by means of Nuclear Methods):
  - Six (6) half days
- Proof Rolling Inspection:
  - Two (2) full days

#### Concrete:

- Concrete Testing:
  - Twenty (20) half days
- Concrete Pickups
  - Twenty (20) trips

Based on these quantities we estimate the total cost of our service to be approximately **\$18,000.00** which includes up to twenty-eight (28) trips of testing and inspection and twenty (20) trips of concrete sample pickup. It is essential that your site superintendent track the number of requests for technician days on site in order for us to stay within this estimated budget.