**Supplemental Agreement No. \_\_\_\_**

**for**

###### Construction Material Testing Services

###### Project Name (Project Number)

###### City of Overland Park, Kansas

This Supplemental Agreement made this day of , 20 , by and between the City of Overland Park, Kansas, hereinafter called the "City", and [Testing Lab name here], hereinafter called the "Consultant".

**WHEREAS**, the City and the Consultant have previously entered into an Agreement, dated [date of original Agreement] (the “Original Agreement”) for construction material testing services for[name of project] (the “Project”); and

**WHEREAS,** Section III of said Original Agreement provides that the Consultant may provide to the City certain additional services outside the scope of the Original Agreement as requested and authorized in writing by the City; and

###### WHEREAS, the City desires to receive and the Consultant desires to provide certain additional services related to the Project, to wit: [description of work or services] as further outlined in Exhibit A, attached hereto and incorporated by reference herein (the “Additional Services”); and

**WHEREAS,** this Supplemental Agreement between the parties outlines the understanding of the parties regarding the provision of the Additional Services by the Consultant to the City; and

**WHEREAS,** the City is authorized and empowered to contract with the Consultant for the necessary Additional Services for the Project, and necessary funds for the payment of said Additional Services are available.

**NOW THEREFORE,** the parties hereby agree as follows:

**PART A - BASIC CONSULTANT SERVICES**

###### The Consultant will complete the Additional Services to the City’s full satisfaction and in accordance with Exhibit A of this Supplemental Agreement.

**PART B - SCHEDULE**

The Consultant will complete the Additional Services in the time frame set forth below:

All work shown in Exhibit A of this Supplemental Agreement shall be completed by [insert completion date or number of calendar days to complete].

# PART C - PAYMENT TO THE CONSULTANT FOR SERVICES RENDERED

The Additional Services will be provided at an amount not to exceed [insert dollar amount in words] Dollars ($dollar amount in numbers) including reimbursables in accordance with Exhibit B, attached hereto and incorporated by reference herein.

This Supplemental Agreement raises the maximum fee to [insert dollar amount in words]Dollars ($dollar amount in numbers)for the Project. This is the total of the fee from the Original Agreement of [insert dollar amount in words] Dollars ($dollar amount in numbers) plus [insert dollar amount in words] Dollars ($dollar amount in numbers)for this Supplemental Agreement.

**IN ALL OTHER RESPECTS**, the terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically modified by this Supplemental Agreement, including all policies of insurance which shall cover the work authorized by this Supplemental Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Supplemental Agreement to be executed as of the day and year first above written.

CONSULTANT CITY OF OVERLAND PARK, KANSAS

Printed name of authorized signatory [Depending on $$ amount] Carl Gerlach, Mayor

Title of authorized signatory or Bill Ebel, Jr., City Manager

or Tony Hofmann, Director of Public Works

APPROVED AS TO FORM: ATTEST:

Tammy M. Owens Marian Cook

Deputy City Attorney City Clerk