**Supplemental Agreement No. 1**

**for**

###### Engineering/Architectural Services

###### PROJECT NAME, (PROJECT NUMBER)

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

This Supplemental Agreement No. 1 made this day of , 20 , by and between the City of Overland Park, Kansas, hereinafter called the "City", and [Consulting Engineer/Architect name here], hereinafter called the "Consulting Engineer/Architect”.

**WHEREAS**, the City and the Consulting Engineer/Architect have previously entered into an Agreement, dated *date of original agreement* (the “Original Agreement”) for design of *project name* (the “Project”); and

**WHEREAS,** Section II of said Original Agreement provides that the Consulting Engineer/Architect 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 Consulting Engineer/Architect 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 No. 1 between the parties outlines the understanding of the parties regarding the provision of the Additional Services by the Consulting Engineer/Architect to the City; and

**WHEREAS,** the City is authorized and empowered to contract with the Consulting Engineer/Architect 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 CONSULTING ENGINEERING/ARCHITECT SERVICES**

###### The Consulting Engineer/Architect will complete the Additional Services to the City’s full satisfaction and in accordance with Exhibit A of this Supplemental Agreement No. 1.

**PART B - SCHEDULE**

The Consulting Engineer/Architect will complete the Additional Services in the time frame set forth below:

All work shown in Exhibit A of this Supplemental Agreement No. 1 shall be completed by [*insert completion date or number of calendar days to complete*].

# PART C - PAYMENT TO THE CONSULTING ENGINEER/ARCHITECT 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, and shall be billed at the rates set forth in and in accordance with Exhibit \_\_\_[*insert appropriate alpha letter]*, attached hereto and incorporated by reference herein.

This Supplemental Agreement No. 1 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 No. 1.

**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 No. 1, including all policies of insurance which shall cover the work authorized by this Supplemental Agreement No. 1.

**IN WITNESS WHEREOF**, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

CITY OF OVERLAND PARK, KANSAS [CONSULTING ENGINEER/ARCHITECT]

*[Depending on $$ amount]* Printed Name of authorized signatory

Mayor/ City Manager/ Dept. Director Title of authorized signatory

ATTEST:

Elizabeth Kelley

City Clerk

APPROVED AS TO FORM:

Trevor L. Stiles

Sr. Assistant City Attorney