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

**for**

###### Engineering/Architectural 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 [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 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 as further outlined in Exhibit A, attached hereto and incorporated by reference herein (the “Additional Services”); and

**WHEREAS,** the Supplemental Agreement No. 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. *.*

**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. shall be completed in accordance with the Project time frame set forth in the Original Agreement except as specifically modified by Supplemental Agreement No. dated , 20 .*[If there are more than 2 supplemental agreements that affect the schedule, they should also be listed by Supplemental Agreement number and date.]*

# 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 in accordance with Exhibit B, attached hereto and incorporated by reference herein.

This Supplemental Agreement No. 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 *($dollar amount in numbers)* for Supplemental Agreement No. 1 plus [*insert dollar amount in words]* Dollars *($dollar amount in numbers)* for Supplemental Agreement No. .

**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. *(enter supp #) [add as many statements as needed to cover all supplemental agreements]* and Supplemental Agreement No. 1 including all policies of insurance which shall cover the work authorized by the Supplemental Agreements.

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

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

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

*Title of authorized signatory or Bill Ebel, City Manager*

*or William D. Brown, Director of Public Works*

APPROVED AS TO FORM: ATTEST:

Tammy M. Owens Marian Cook

Deputy City Attorney City Clerk