



Standard Form of Supplement to an Agreement between Owner and Designer

Part A:

A.1 This SUPPLEMENT AGREEMENT is made this _____ day of _____ in the year _____

by and between the **State of Tennessee**

DEPARTMENT OF FINANCE AND ADMINISTRATION on the behalf of the

<<State Agency>>

hereinafter called the **Owner**, and

<<Designer Firm>>

<<Designer Address>>

<<City>>, <<State>> <<Postal Code>>

hereinafter called the **Designer**.

A.2 WITNESSETH, whereas both parties have heretofore executed an Agreement regarding the following project:

Project Title: <<Project Title from SBC-1>>

Institution: <<Institution>>

Location: <<Location>>

SBC Number: <<SBC Number>>

A.3 WITNESSETH, said Agreement is dated:

<<Date of Original Contract>>

A.4 WITNESSETH, said Agreement has been previously modified by Supplements dated:

<<Prior Supplement Dates>>

A.5 WITNESSETH, said Agreement, as modified by the Supplements identified above, provides for the Designer to perform Design Services for the project as described in paragraphs

Paragraphs 2-1-<<Paragraph No.>> Through 2-1-<<Paragraph No.>>

of the Terms and Conditions, and provides for a **Maximum Allowable Construction Cost** not to exceed

<<MACC>>AND NO/100 TH DOLLARS

\$<<MACC AMOUNT>>

unless adjusted by the Owner by written Supplemental Agreement.

A.6 And WHEREAS the parties desire to amend the Agreement.

NOW, THEREFORE, the parties agree as follows.

Part B:

B.1 Except as herein modified or changed in any respect, all provisions contained in the Agreement prior to this modification, including the Terms and Conditions, are hereby renewed and confirmed.

B.2 Scope and budget of Project:

B.2.1 The **Scope** of the project shall be:

<<Scope>>

B.2.2 The **Maximum Allowable Construction Cost** shall be:

<<MACC>>AND NO/100TH DOLLARS

\$<<MACC AMOUNT>>

B.3 Services and compensation:

B.3.1 Design Services shall include those described in the following paragraphs of the Terms and Conditions:

Paragraphs 2-1-<<Paragraph No.>> Through 2-1-<<Paragraph No.>>

B.3.2 Payment made to the Designer by the Owner under the Agreement prior this supplement shall constitute payment toward the total lump sum fee or the maximum fee due under the Agreement after this Supplement.

B.3.3 The compensation to the Designer, in accordance with the Terms and Conditions, shall be

<<Compensation>>AND NO/100TH DOLLARS

\$<<Compensation Amount>>

Part C:

C.1 Professional Liability Insurance coverage, as set forth in the Terms and Conditions, is required as follows:

<<Insurance>>AND NO/100TH DOLLARS MINIMUM

\$<<Insurance Amount>> Minimum

Part D:

D.1 The Designer agrees to a schedule as follows:

To complete services described in paragraphs 2-1-1 through 2-1-21 of this Agreement within <<DDP>> calendar days from the date of Notice to Proceed:

AND

To complete services described in paragraphs 2-1-22 through 2-1-26 of this Agreement within an additional <<CDP>> calendar days from approval of the work performed in paragraphs 2-1-1 through 2-1-21 of the Terms and Conditions

Reviewed and approved:

By: _____ Date: _____

State Architect or designee

In witness whereof, the Owner and the Designer have executed this Agreement.

Designer:

<<Designer Firm>>

Person(s) signing for Designer must be named as Principal above

By: _____

Title: _____

Date: _____

Comptroller: *(for Compliance with Policy & Statute)*
if over \$50K

By: _____

Date: _____

Owner: **State of Tennessee**

As required by State Building Commission policy and requirements of the Contracting Agency

Department of Finance & Administration
M. D. Goetz, Jr., Commissioner

By: _____

Date: _____

Attorney General: *(for Form and Legality)*
if over \$100K

By: _____

Date: _____