

Standard Form of Supplement to an Agreement
Between Owner and Designer

UTFP Account No. _____

UTFP Project No. _____

The Purpose of this Supplement:

- To extend Design Services through additional phases.
- To adjust the Maximum Allowable Construction Cost
- To adjust the Scope of the project.
- To add Additional Services.
- Other:

Part A:

A.1 This SUPPLEMENT AGREEMENT is made this <<Number, e.g. "2nd">> day of << Month >> in the year << Year >> by and between **The University of Tennessee** hereinafter called the **Owner**, and

<<Designer Firm>>
<<Designer Address>>
<<City, State Postal Code>>
Federal Taxpayer Identification Number: <<Designer's Number>>

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>>
Location: <<Location>>
SBC Number: << Number>>
Project Description: <<From SBC-1>>

A.3 WITNESSETH, said Agreement is dated:

<<Date of Original Agreement>>

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

<<Prior Supplement Date(s) or "None.">>

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

<<Paragraph Number>> Through <<Paragraph Number>>

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

<<MACC AMOUNT IN WORDS>> AND NO/100 DOLLARS
\$<<MACC AMOUNT IN NUMBERS>>

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.
<<This space is normally blank but may be used for other changes such as changes in the parties, consultants, hourly rates of compensation, or the Terms and Conditions.>>

B.2 Scope and budget of the Project.

B.2.1 The Scope of the project shall be:

Unchanged from the Agreement, as modified by the Supplements identified above.

Adjusted. **<<If applicable, insert a reference to an attachment or correspondence>>**

B.2.2 The Maximum Allowable Construction Cost shall be:

**<<MACC AMOUNT IN WORDS>> AND NO/100 DOLLARS
\$<<MACC AMOUNT IN NUMBERS>>**

B.3 Services and compensation:

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

<<Paragraph Number>> Through <<Paragraph Number>>

B.3.2 Payment made to the Designer by the Owner under the Agreement prior to 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

as defined in the Terms and Conditions,
the fee shall be a multiple of Direct Expense with a Maximum Fee Not to Exceed:

**<<DELETE OR SHOW NOT TO EXCEED AMOUNT IN WORDS>> AND NO/100 DOLLARS
\$<<DELETE OR SHOW NOT TO EXCEED AMOUNT IN NUMBERS>>**

OR

as defined in the Terms and Conditions,
the fee shall be a lump sum of:

**<<DELETE OR SHOW LUMP SUM AMOUNT IN WORDS>> AND NO/100 DOLLARS
\$<<DELETE OR SHOW LUMP SUM AMOUNT IN NUMBERS>>**

If the compensation is by a Lump Sum Fee the calculation of the Lump Sum Fee may be shown here.

Part C:

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

**<<INSURANCE AMOUNT IN WORDS>> AND NO/100 DOLLARS
\$<<INSURANCE AMOUNT IN NUMBERS>>**

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 the Terms and Conditions within
<<NUMBER>>
calendar days from the date of Notice to Proceed:

AND

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

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: _____

Owner, The University of Tennessee:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____