

**Supplemental Agreement No. 1
For
Professional Engineering Services
Dennis R. Garrett Pole Barn – PB-0846
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 Finkle/Williams Architecture, hereinafter called the "CONSULTING ENGINEER/ARCHITECT".

WHEREAS, the CITY and the CONSULTING ENGINEER/ARCHITECT have previously entered into an Agreement dated July 28, 2008 for design services for the Dennis R. Garrett Pole Barn.

WHEREAS, Section II, paragraphs 3. and 8., of said Agreement provides that the fee to be paid to CONSULTING ENGINEER/ARCHITECT may be adjusted by a Supplemental Agreement; and

WHEREAS, this Supplemental Agreement between the parties heretofore is to provide additional architectural, structural engineering and electrical engineering services for the 30 foot addition to the Dennis R. Garrett Pole Barn in accordance with Exhibit A of the original Agreement; and

WHEREAS, the CITY is desirous of entering into a Supplemental Agreement to pay the CONSULTING ENGINEER/ARCHITECT for additional services rendered to the CITY; and

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTING ENGINEER/ARCHITECT for the necessary additional engineering services for the project, and necessary funds for the payment of said services are available.

NOW THEREFORE, the parties hereby agree as follows:

PART A - BASIC CONSULTING ENGINEERING/ARCHITECT SERVICES

The CONSULTING ENGINEER/ARCHITECT will complete design services for architectural, structural engineering and electrical engineering services for the 30 foot addition to the Dennis R. Garrett Pole Barn.

PART B - SCHEDULE

The CONSULTING ENGINEER/ARCHITECT will complete the services as follows:

All additional design work shall be completed by January 15, 2009.

PART C - PAYMENT TO THE CONSULTING ENGINEER/ARCHITECT FOR SERVICES RENDERED

The additional design services listed in this Supplemental Agreement No. 1 will be provided at an amount not to exceed **Two Thousand Four Hundred and no/100 Dollars (\$2,400.00)**.

This Supplemental Agreement raises the maximum fee to **FIFTEEN THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS (\$15,660.00)**, including reimbursables, for the project. This is the total of the original fee of \$13,260.00, including reimbursables, plus \$2,400.00 for Supplemental Agreement No. 1.

IN ALL OTHER RESPECTS, the terms and conditions of the July 28, 2008 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.

FINKLE/WILLIAMS ARCHITECTURE

CITY OF OVERLAND PARK, KANSAS

Dave Williams
Vice President

Carl Gerlach, Mayor

APPROVED AS TO FORM:

ATTEST:

Tammy M. Owens
Senior Assistant City Attorney

Marian Cook
City Clerk

**CITY OF OVERLAND PARK
CERTIFICATE OF INSURANCE - FOR CONSULTANTS**

NAME AND ADDRESS OF AGENCY HOLMES MURPHY & ASSOCIATES 9300 W. 110 TH STREET, SUITE 645 OVERLAND PARK, KS 66210	THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES LISTED THEREON.	
	COMPANIES AFFORDING COVERAGES	
NAME AND ADDRESS OF INSURED FINKLE/WILLIAMS, INC. 7007 COLLEGE BLVD., SUITE 415 OVERLAND PARK, KS	COMPANY LETTER	A Travelers Indemnity Co.
	COMPANY LETTER	B Travelers Property Casualty
	COMPANY LETTER	C Liberty International Underwriters
	COMPANY LETTER	D

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS (000)	
A	GENERAL LIABILITY (SEE COMMENTS BELOW)	6809227L664	04/03/08	04/03/09	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS / COMPLETED OPERATIONS AGGREGATE	\$ 2,000,000
					PERSONAL & ADVERTISING INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
B	AUTOMOBILE LIABILITY	BA9228L821	04/03/08	04/03/09	CSL	\$ 1,000,000
					BODILY INJURY (PER PERSON)	\$
					BODILY INJURY (PER ACCIDENT)	\$
					PROPERTY DAMAGE	\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
C	PROFESSIONAL LIABILITY	AEE1961030108	02/12/08	02/12/09	\$ 1,000,000	(EACH CLAIM)
					\$ 1,000,000	(ANNUAL AGGREGATE)

THE INSURANCE COMPANY AFFORDING COVERAGE UNDER THIS CONTRACT:

COMPANY LETTER

	A		B		C		D	
	Yes	No	Yes	No	Yes	No	Yes	No
1. Is licensed to do business in the State of Kansas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Carries a Best's policyholder rating of	A+		A+		A+			
3. Carries a Best's financial rating of	XV		XV		XV			

COMMENTS: The General Liability includes commercial general form; explosion, collapse & underground; broad form contractual / contractually assumed liability; independent contractors; broad form property damage; and pollution liability (applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.).

The General Liability provides primary protection for subcontractors not otherwise insured. Yes No*
 * If "No", all subcontractors must submit a certificate of liability insurance pursuant to the Contract between City and Consultant.

City of Overland Park is named as additional insured with respects to General Liability and Auto Liability.

Project Name: Dennis R. Garrett Pole Barn - PB0846

Cancellation or modification. Should any of the above described policies be cancelled or materially modified before the expiration date thereof, the issuing company will mail 30 days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER ATTN: MARY LOU MCCANN CITY OF OVERLAND PARK 8500 SANTA FE DRIVE OVERLAND PARK, KS 66212

DATE ISSUED JULY 22, 2008

AUTHORIZED REPRESENTATIVE

6/9/08