

SBC-6s



# Standard Form of Supplement to Agreement between Owner and Designer

This Supplement Number <Number> ("Supplement Number <Number>") is made this the <Date> day of <Month> in the year <Year>, by and between the **State of Tennessee**

DEPARTMENT OF GENERAL SERVICES/TBR/UT hereinafter called the "Owner", and

<<Designer>>  
<<Designer Address>>  
<<City>>, <<State>>, <<Postal Code>>

hereinafter called the "Designer".

WITNESSETH:

WHEREAS both parties have heretofore executed an Agreement, dated <<Date of Original Agreement>> as modified by:

<<Prior Supplement Dates>>, ("Supplement Number <Number>")  
(collectively, the "Agreement");

WHEREAS, said Agreement was executed in connection with the following project (the "Project"):

<<Project Name>>  
<<Project Location>>  
<<SBC Project No.>>

WHEREAS, the capitalized terms used but not defined herein are defined in the Agreement or the Terms and Conditions of the Agreement;

WHEREAS, Owner and Designer desire to modify certain terms of the Agreement as set forth herein; and

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

NOW, THEREFORE, Owner and Designer agree as follows:

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## Part A:

A.1 The following revisions are made to Article 1 of the Agreement:

A.1.1 The scope of Project has been revised to <<Insert Basic Scope Change Description>>. Accordingly, Section 1.1.1 of the Agreement is hereby deleted in its entirety and the following is inserted in its place and stead **OR** the Scope Attachment attached to the Agreement is hereby deleted in its entirety and Scope Attachment 1 is inserted in its place and stead.

A.1.2 <<Name and License No.>> has been replaced by <<Name and License No.>> as Designer's Principal.

A.1.3 Designer's Consultants have been modified by replacing <<Name, Firm, Principal and License No.>> with <<Name and License No.>>.

A.1.4 The following additional consultants providing Basic Services have been added to the Design Team:

Service	Firm	Principal	License No.

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**A.1.5** The following consultants shall be providing services that are not included in Basic Services:

Service	Firm	Principal	License No.

**A.1.6** Modifications have been made to the Basic Services included in the Agreement or the duration of each phase and the phases included in the scope of services of the Designer and the time periods allotted to each phase are set forth below with any changes shown in italics.

Included	Phase	Duration in Days
<input type="checkbox"/>	Phase 1 – Program Verification Phase:	30
<input type="checkbox"/>	Phase 2 – Schematic Design Phase:	30
<input type="checkbox"/>	Phase 3 – Design Development Phase:	30
<input type="checkbox"/>	Phase 4 – Contract Document Phase:	30
<input type="checkbox"/>	Phase 5 – Bidding or Negotiation Phase:	In accordance with Owner's schedule and the construction schedule
<input type="checkbox"/>	Phase 6 – Construction Phase:	In accordance with Owner's schedule and the construction schedule
<input type="checkbox"/>	Phase 7- Close-Out Phase	30 days after final completion of construction

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## Part B:

**B.1** The following revisions are made to Article 2 of the Agreement:

**B.1.1** The revised **MACC** for the Project has been adjusted by <<a Reduction or Increase of \$\_\_\_\_>>, as a result of << Insert Basic Reason>>. The revised MACC is: <<MACC>> DOLLARS.

**B.1.2** The compensation to the Designer has been adjusted as a result of the revision to the MACC and is now:

A lump sum of:

or

Hourly as a multiple of Direct Personnel Expense with a maximum fee not to exceed:

**\$100,000 One Hundred Thousand Dollars**

**B.1.3** Payment made to Designer by Owner under the Agreement prior this Supplement Number <Number>” shall constitute payment toward the total lump sum fee or the maximum fee due under the Agreement after this Supplement Number <Number>”.

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## Part C:

**C.1** The following revisions are made to Article 3 of the Agreement:

**C.1.1** The Designer's professional liability insurance requirement has been increased to:

Each Claim	\$ 1,000,000 *
Annual Aggregate	\$ 1,000,000 *

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**Part D:****D.1** Other revised terms and conditions:

<<additional revised terms and conditions>>

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the Owner and the Designer have executed this Supplement Number <Number>:

**Designer:**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner:** State of Tennessee

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
(For Form and Legality)

Approved: By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
(For Compliance with Policy and Statute)

Approved: By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_