

**AMENDMENT NUMBER 3
TO THE AGREEMENT FOR PROFESSIONAL SERVICES
ENTERED INTO BETWEEN
THOMPSON & LITTON, INC.,
AND
CITY OF KINGSPORT, TENNESSEE**

On June 23, 2021 an Agreement for Professional Services was entered into by and between Thompson & Litton, Inc. (hereinafter Consultant) and the City of Kingsport, Tennessee (hereinafter Owner). The parties now desire to reallocate the scope of professional services and other provisions of the Agreement for Professional Services and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have entered into this Amendment Number 3 to the Agreement effective as of the date of its execution by the parties. The terms of the Agreement for Professional Services are hereby amended as set forth herein.

ARTICLE I – SCOPE OF SERVICES AND SCHEDULE shall include the following language:

- 1.1 Additionally, the services shall include design work for Alternates 1, 2A, 2B, 3, and 4 contained within the bid documents and which were not included in the fee which was based on the original construction cost estimate. The basic service fee will now reflect an additional \$92,220.00 to cover the design work for these alternates. In addition, the acoustical design services, added by Amendment 2 will be decreased by \$32,220.00 and audio visual design services which were added on the same aforementioned Amendment 2 will be decreased by \$60,000.00.

ARTICLE IV – COMPENSATION includes the following language:

- 4.1 The total agreement price for all services, including reimbursable expenses, thereof shall not exceed the sum of ONE MILLION THREE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED FORTY NINE DOLLARS AND 53 CENTS (\$1,384,549.53).
- (a) Basic design services, including phases 1 & 2 which helped define scope, shall not exceed the sum of ONE MILLION TWO HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS AND FIFTY THREE CENTS (\$1,213,769.53)
- (b) Additional services totaling ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$168,780.00) pursuant to Appendix C and Appendix D as follows:
1. Acoustical design consultant to address the requests to make the dome a concert venue – allowance of THIRTY THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$33,780.00)
 2. Surveying services at the main entrance to the dome (including the retaining wall), the proposed rear ADA entrance, and the new rear parking lot - allowance of TWENTY THREE THOUSAND DOLLARS AND ZERO CENTS (\$23,000.00)
 3. Geotechnical services - allowance of TWENTY NINE THOUSAND DOLLARS AND ZERO CENTS (\$29,000.00)
 4. Structural mock-ups which have been requested by Spoden and Wilson Consulting Engineers and Dome Technology - allowance of EIGHTY THREE THOUSAND DOLLARS AND ZERO CENTS (\$83,000.00)
- (c) Reimbursable expenses for mileage, meals, authorized overnight travel, newspaper advertising and bid set printing will not exceed TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,000.00)

Except as hereby amended, all other terms and conditions of the Agreement for Professional Services effective June 23, 2021, Amendment 1 and Amendment 2 thereto shall remain in full force and effect.

THOMPSON & LITTON, INC.

CITY OF KINGSPORT

By: _____

By: _____
Patrick W. Shull, Mayor

Date: _____

Date: _____

ATTEST:

Angie Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, Attorney