

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON AND LITTON FOR THE DOME RENOVATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE THIS RESOLUTION

WHEREAS, the city for its Kingsport City Schools entered into a professional service contract with Thompson and Litton, Inc., for the architectural and engineering services for the reroof and renovation of the Dobyns-Bennett High School Dome; and

WHEREAS, since execution of the original agreement \$92,220 needs to be re-allocated within the schedule of charges from design services associated with acoustical and audio visual design to design services for bid alternates 1, 2a, 2b, 3, and 4 which were not included in the original scope of the project; and

WHEREAS, this amendment will not effect the total cost of the design services which shall not exceed \$1,384,549.53 per Amendment Number 2 to the original agreement; and

WHEREAS, funding is available in account GP2111; and

WHEREAS, the Board of Education approved the amendment on January 9, 2024.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN AS FOLLOWS:

SECTION I. That Amendment Number 3 to the Professional Services Agreement with Thompson & Litton is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, an amendment to the professional service contract with Thompson & Litton, Inc., and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the professional services contract being as follows:

**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.

{Acknowledgements Deleted for Inclusion in this Resolution.}

Section III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

Section IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

Section V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this 16th day of January, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY