

- s. A Resolution authorizing the Mayor to execute an agreement with Sanders Pace Architecture, LLC to provide professional design services for the L.T. Ross Building Reroof Project in an amount not to exceed \$49,820.00.



CITY OF KNOXVILLE, TENNESSEE

City Council

AGENDA INFORMATION SHEET

AGENDA DATE:	May 27, 2025
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DEPARTMENT: Engineering Department

DIRECTOR or DESIGNEE: Tom Clabo

AGENDA SUMMARY

A Resolution authorizing the Mayor to execute an agreement with Sanders Pace Architecture, LLC to provide professional design services for the L.T. Ross Building Reroof Project in an amount not to exceed \$49,820.00.

COUNCIL DISTRICT(S) AFFECTED

6th

BACKGROUND

The L.T. Ross Building, located at 2247 Western Avenue, Knoxville, Tennessee, 37921 has a roof that is in excess of 25 years old, is in need of replacement and whose warranty has expired. This project replaces the existing EPDM roof with a TPO membrane roofing system. This project brings the roof insulation into compliance with the current energy code and will include a roof membrane system that can be retrofitted to accommodate a solar panel array without voiding the manufacturer's warranty.

ESTIMATED PROJECT SCHEDULE

All work is to be complete by December 31, 2026.

PRIOR ACTION/REVIEW

N/A

FISCAL INFORMATION

Funding for this agreement will come from budget line item SVC204302 LT Ross Building Improvements project.

AIS Prepared By: David Skov - 215-6105

RESOLUTION NO. _____

RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SANDERS PACE ARCHITECTURE, LLC TO PROVIDE DESIGN SERVICES FOR THE L.T. ROSS BUILDING REROOF PROJECT IN AN AMOUNT NOT TO EXCEED \$49,820.00.

RESOLUTION NO: _____

REQUESTED BY: Engineering

PREPARED BY: Law

APPROVED: _____

APPROVED AS AN EMERGENCY MEASURE: _____

MINUTE BOOK: _____ PAGE _____

WHEREAS, the Engineering Department for the City of Knoxville (the “City”) reviewed consulting engineering firms for a professional services contract to provide design services to replace the roof on the L.T. Ross Building located at 2247 Western Avenue, known as the L.T. Ross Building Reroof Project (“Project”); and

WHEREAS, an evaluation committee chose Sanders Pace Architecture, LLC as the most qualified firm, and after review of its detailed scope of services and proposed fee, recommends the Project be awarded to Sanders Pace Architecture, LLC; and

WHEREAS, the City desires to enter into an agreement with Sanders Pace Architecture, LLC to provide professional design services for the Project for an amount not to exceed Forty-Nine Thousand Eight Hundred Twenty and 00/100 Dollars (\$49,820.00); and

WHEREAS, Consultant has the necessary experience and qualifications to perform said work.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Mayor of the City of Knoxville is hereby authorized to execute an agreement in substantially the same form as the one attached hereto between the City of Knoxville and Sanders Pace Architecture, LLC in an amount not to exceed Forty-Nine Thousand Eight Hundred Twenty and 00/100 Dollars (\$49,820.00) for the L.T. Ross Building Reroof Project, as set forth in the contract documents.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

Presiding Officer of the Council

Recorder

Lisa Hatfield
Attorney
City of Knoxville

Contract No. C-25-0176

CONSULTANT AGREEMENT

This Agreement is made by and between the **City of Knoxville** (“City”), a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Avenue, P.O. Box 1631, Knoxville, Tennessee 37901, and **Sanders Pace Architecture, LLC** (“Consultant”), a limited liability company, 514 W. Jackson Avenue, Knoxville, Tennessee 37902.

WHEREAS, the City’s Engineering Department reviewed consulting engineering firms for a professional services contract to provide design services to replace the roof on the L.T. Ross Building located at 2247 Western Avenue, known as the L.T. Ross Building Reroof Project (“Project”); and

WHEREAS, an evaluation committee from the City’s Engineering Department chose Consultant as the most qualified firm, and after review of Consultant’s detailed scope of services and proposed fee, recommends the Project be awarded to Consultant; and

WHEREAS, the City desires to enter into an agreement with Consultant to provide professional design services for the Project for an amount not to exceed Forty-Nine Thousand Eight Hundred Twenty and 00/100 Dollars (\$49,820.00); and

WHEREAS, Consultant has the necessary experience and qualifications to perform said work; and

WHEREAS, City Council by Resolution No. _____ on May 27, 2025, authorized the Mayor of the City of Knoxville to execute this Agreement on behalf of the City of Knoxville.

NOW, THEREFORE, the City of Knoxville and Consultant for the mutual promises and considerations herein agree as follows:

1. Scope of Professional Services. Consultant shall provide professional design services to replace the roof at the L.T. Ross Building located at 2247 Western Avenue, as set forth in the proposal letter dated April 29, 2025 from Consultant (Exhibit A).

2. Contract Documents. The executed Contract Documents will consist of the following:

- (a) This Agreement; and
- (b) Consultant's Proposal letter dated April 29, 2025, attached as Exhibit A.

To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on Consultant shall control.

3. Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to Consultant. If the City terminates this Agreement, and such termination is not a result of a default by Consultant, Consultant shall be entitled to receive as its sole and exclusive remedy just compensation for all satisfactory, authorized services completed prior to the effective date.

4. Term. Consultant acknowledges that time is of the essence and that the services, as described herein, will commence as soon as practical upon receiving notice that this Agreement has been executed. Consultant shall perform the services with due and reasonable diligence and fully complete the services by December 31, 2026.

5. Contract Price.

- (a) The City shall pay to Consultant for the satisfactory performance of the engineering services under this Agreement according to the fee schedule attached as part of Exhibit A, provided, however, the total contract amount shall not exceed Forty-Nine Thousand Eight Hundred Twenty and 00/100 Dollars (\$49,820.00).
- (b) Consultant shall submit an invoice for engineering services performed for the City. The invoices shall be in a form approved by the City, shall indicate the time period during which the services were performed, and shall be signed to certify their accuracy.
- (c) The City will pay Consultant for the work satisfactorily performed within thirty (30) days of the receipt of an undisputed invoice. Payment for services rendered does not indicate the City's acceptance of such services as being fully in accord with all the provisions of this Agreement. The City shall advise Consultant in writing if any portion is disputed and will not withhold payment on undisputed portions of any invoice.

6. Notices. Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

City of Knoxville:

Penny Owens, Purchasing Agent
P.O. Box 1631
Knoxville, TN 37901
(865) 215-2070

Consultant:

John Lynch Sanders, FAIA, LEED AP
Brandon F. Pace, FAIA, LEED AP
Josh Shelton, AIA
Sanders Pace Architecture, LLC
514 W. Jackson Avenue
Knoxville, TN 37902
(865) 329-0316

cc: Shawn Fitzpatrick, P.E., Chief Civil Engineer
3131 Morris Avenue
P. O. Box 1631
Knoxville, TN 37901
(865) 215-6100

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. Mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

7. Indemnification. Consultant shall indemnify, defend, save and hold harmless the City, its employees, agents, and officers, of and from suits, claims, actions, damages, and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts, errors, omissions of the firm, and/or its agents, employees, officers, directors, consultants, subcontractors and suppliers ("Indemnified Claim").

Consultant shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action involving an Indemnified Claim upon written notice and demand for same by the City. Consultant will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Consultant may request. Consultant will not consent to the entry of any judgment or enter into

any settlement with respect to an Indemnified Claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against an Indemnified Claim with counsel of its choice at its own expense.

Consultant shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against the City with respect to any Indemnified Claim.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

8. Insurance. Consultant shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

- (a) Commercial General and Umbrella Liability Insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (1) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional

insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

- (2) For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (3) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

(b) Professional Liability (including Errors & Omissions). Consultant shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance of professional services under this contract with limits of \$2,000,000. If the coverage is written on a claims-made form:

- (1) The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.

- (2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work and acceptance by the City.
 - (3) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
 - (4) A copy of the claims reporting requirements must be submitted to the City for review.
- (c) Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Consultant.
- (d) Workers’ Compensation Insurance. Consultant shall maintain workers’ compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers’ liability insurance with limits of not less than \$500,000. Consultant shall require each of its subcontractors to provide Workers’ Compensation for all of the latter’s

employees to be engaged in such work unless such employees are covered by consultant's workers' compensation insurance coverage.

(e) Other Insurance Requirements. Consultant shall:

- (1) Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the Law Director, City of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- (2) Upon the City's request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.
- (3) Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

- (4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- (5) If Consultant cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Consultant may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- (6) Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation / Employer's Liability insurance (unless subcontractor's employees are covered by Consultant's insurance) in the same manner as specified for Consultant. Consultant shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- (7) Large Deductibles: Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-

insured retentions will require proof of financial ability as determined by the City.

- (8) Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Consultant for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- (9) Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

9. Non-Discrimination. Consultant:

- (a) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;

- (b) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or familial status or national origin;
- (c) will, in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin; and
- (d) will include these provisions in every subcontract or sublease let by or for it.

10. Ethical Standards. Consultant hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

- (a) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) The employee or the employee's immediate family;

- (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

(b) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of Council, member of the Board of Education, officer or employee of the City to have or hold any interest in the profits for emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the City in which any member of Council, member of the Board of Education, officer or employee has or holds any such interest is void.

(c) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

Gratuities. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or

- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

(d) Sec. 2-1051. Covenant Relating to Contingent Fees.

- (a) Representation of Consultant. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

- (b) Intentional violation unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

(e) Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of

any party contracting with the particular department or agency in which the person is employed.

(f) Remedies for Violations. For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a contractor or subcontractor under a city contract.

11. ADA Compliance. With regard to the services performed under this Agreement, Consultant will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., (“ADA”). Consultant agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by Consultant, its employees, agents or representatives which violates the ADA. Consultant agrees that the City will not be responsible for any costs or expenses arising from Consultant’s failure to comply with the ADA.

12. Independent Contractor. Consultant and its agents and employees will perform all work and render all services as an independent contractor; neither it nor its employees shall be

considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.

13. Assignment. The Consultant shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

14. Subcontractors. Consultant shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

15. Written Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

16. Required Approvals. Neither Consultant nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

17. Article Captions. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

18. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

19. Federal, State and Local Requirements. Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

20. No Benefit for Third Parties. The services to be performed by the Consultant pursuant to this agreement with the City are intended solely for the benefit of the City, and no

benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the City or the Consultant, its officers, employees, agents or contractors shall accrue to the Consultant or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Consultant's services hereunder.

21. Non-Reliance of Parties. Parties explicitly agree that they have **not** relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

22. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or

accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

23. EEO/AA. The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

24. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this Agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.

25. Entire Agreement. This Agreement forms the entire Agreement between the City and Consultant. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement in two (2) copies as of the below-written date.

APPROVED AS TO FORM:

CITY OF KNOXVILLE

CHARLES W. SWANSON
LAW DIRECTOR

BY: _____
INDYA KINCANNON
MAYOR

DATE: _____

FUNDS CERTIFIED:

**SANDERS PACE ARCHITECTURE,
LLC**

**BOYCE H. EVANS
FINANCE DIRECTOR**

BY: _____

Printed Name

TITLE: _____

Required Documents:

Certificate of Insurance _____
Certificate of Professional Liability Insurance _____

Proposal#: 2517.01_**REVISED**

29 April 2025

City of Knoxville
3131 Morris Avenue
Knoxville, Tennessee 37909

ATTN: Shawn Fitzpatrick, P.E. – City of Knoxville - Engineering Department

RE: Professional Fees for the LT Ross Building – Reroofing Project

Shawn:

Thank you for allowing us to be considered as a teammate for the reroofing project for the LT Ross Building located at 2247 Western Avenue. **SANDERS PACE ARCHITECTURE** would be honored to be retained as the Architect for this project and we are excited to submit this Professional Services Fee Proposal for the program description listed below.

Architectural Design and Documentation Services as required for roofing upgrades to the existing building referenced above. The roof is approximately 64,835 square feet which is to receive a new direct adhered TPO or PVC roof system providing a 20 year no-limit warranty by the manufacturer/installer. Insulation upgrades as necessary to meet energy code based on roof core results.

Description:

This proposal to you encompasses the abbreviated services for the Design Phases as described below with the understanding of the following program considerations:

- Existing conditions documentation including coordination of roof core samples;
- Insulation evaluation and upgrades based on roof core samples to meet the current energy code;
- Design services including plan(s), details, and specifications;
- Bid support including meeting representation and addenda preparation;
- Construction Administration including shop drawing review and construction meeting representation during construction. (Estimated duration @ 3 months)
- The roof system selected shall be able to be retro-fitted for the installation of a future solar array without voiding the manufacturer's warranty. Future solar array installation to be coordinated with selected roofing manufacturer.

For your reference, we have also included a short description of each of the phases of work that will be required for the subject project based on the general description above.

Schematic Design Phase (Included in this proposal):

The Schematic Design Phase will include preliminary design work and preliminary design drawings including all roof plans indicating design intent and direction. Our scope of services for this phase includes but is not limited to:

1. Confirmation and evaluation of the finalized scope of work.
2. Existing Condition Documentation (using original design documents as a start point).
3. Schematic Design Phase services to further develop the overall design set forth by the project description.

This phase will also culminate in a Schematic Design package that can be used by a Consultant in a preliminary pricing effort (if required).

Design Development Phases (NOT Included):

Construction Documentation Phase (Included in this proposal):

The Construction Documentation phase will include Architectural and Engineering documentation required to obtain a building permit and commence construction. This package will be used by the General Contractor to obtain his final bids from subcontractors and complete the final pricing effort.

1. Provide Architectural Design Services based on code requirements of the local municipality.
2. Provide Architectural Construction Documents consisting of the following:
 - a) Floor/Roof Plans at 1/8" = 1'-0".
 - b) Enlarged Floor/Roof Plans as required.
 - c) Wall Sections and Details as required to illustrate design intent.

Permitting, Bidding / Negotiation and Construction Administration Phases (Included in this proposal):

- Permitting Services engaging the Authority Having Jurisdiction.
- Bidding and Negotiations with potential Contractors. Review pricing, clarify bids and facilitate negotiations to obtain the best possible price to ensure the Owner's design intent.
- Site visits during construction to review compliance with codes and drawings. [Estimated 5 site visits + (1) Punch List + (1) Back Punch]
- Revisions to the design and/or drafting due to owner and/or contractor field revisions.
- Review of Shop Drawings per compliance with design intent.

This phase is one of the most critical phases whose importance can only be realized when you compare projects that have retained the Architect's services throughout construction versus projects that have not. The quality of the construction as well as controlling contractors' oversights and installation techniques are the areas of concern. It also allows opportunities to be realized during construction that may have not been evident during the design and drawing phases. We firmly believe that projects will fall short of their potential if we are not involved fully with the construction process.

Basic Fee:

Architectural fees are based on an hourly not-to-exceed (NTE) fee for the itemized Services listed above and as noted below.

Proposed Fees for Design Services (through the Closeout): **\$49,820.00**

Hourly NTE Fees for Existing Condition Documentation (est. @ 16 hours)	\$3,120.00
Roof Core Samples Report (Rackley Roofing)	\$960.00
Hourly NTE Fees for Schematic Design Phase Services (est. @ 40 hours)	\$7,800.00
Fees for Design Development Services	\$N/A
Fees for Construction Documentation Services (CD Phase only) (est. @ 116 hours)	\$22,620.00
Fees for Mechanical, Plumbing and Electrical Services (includes Comcheck)	\$N/A
Fees for Structural Engineering Services	\$N/A
Fees for Landscape Design Services	\$N/A
Fees for Civil Engineering Services	\$N/A
Fees for Permitting Phase Services (est. @ 16 hours)	\$3,120.00
Fees for Bidding & Negotiation (est. @ 12 hours)	\$2,340.00
Est. Fees for Construction Administration Phase Services (3 mo. duration, 48 hrs.)	\$9,360.00
<i>*Includes Shop Drawing Review and one site visit for Punch List creation.</i>	
Reimbursable Allowance	\$500.00

Hourly Costs:

All Owner and/or Contractor requested revisions, additional site visits, additional services and other modifications to the design and/or drafting, will be billed at the rates listed below. This proposal is valid for a period of 30 days from the date of the proposal.

2025 SPA Hourly Rates Projects Rates:

Principal Architect	\$275.00
Project Manager	\$195.00
Project Architect	\$175.00
Staff Architect	\$155.00
Associate Architect	\$115.00
Intern Architect	\$95.00
Administrative/Clerical	\$50.00

Schedule:

Scheduling along with price is an equally important aspect of every project. We typically schedule work at least a month in advance, which is critical to every project receiving the attention it deserves. Upon your review and acceptance of this proposal we will begin with the tasks that can be accomplished in the short term while we develop a long-term schedule for the entire phase and/or project.

Exclusions from this Proposal (Available as required):

1. Extensive site grading, site retaining walls and retention/detention ponds. Any environmental issues are also excluded including material testing and environmental reports.
2. Reimbursable expenses such as printing and drive time/mileage to the site.
3. Detailed Cost Consulting Services, available upon request.

4. Materials testing during construction and third-party testing as required by the Authority Having Jurisdiction (AHJ).
5. Preparation of materials for Variance Hearings.
6. Site and Topographic surveys.
7. Platting services.
8. Geotechnical reports to determine adequate soil bearing pressures based on a per job basis.
9. Mechanical, Plumbing, and Electrical Engineering
10. Fire Protection Design / Sprinkler Intent Drawings.
11. Civil Engineering Services.
12. Landscape Architecture Services.
13. Structural Engineering Services.
14. High Resolution Renderings.
15. Physical presentation model(s).
16. Furniture, Fixture and Equipment selection.
17. Additional permitting revisions requested by AHJ (*First resubmittal included in Permitting Fees.*)
18. Grant/Subsidy Application Deliverables.
19. As-built Survey & Documentation at the completion of the project. (Warranty Documents are included and required by General Contractor)

Our next step, upon your review and acceptance of this proposal, would be to issue a contract and proceed with work under your direction.

All subconsultant services deemed necessary for job completion will be contracted through the Architect and will be billed at the subconsultant's hourly rate or for a fixed fee. The Architect will notify the client if services are necessary prior to commencement of any work.

Should you have any questions or comments regarding this proposal, please feel free to contact our office.

Sincerely,

SANDERS PACE ARCHITECTURE



John Lynch Sanders, FAIA, LEED AP
Principal



Brandon F. Pace, FAIA, LEED AP
Principal



Josh Shelton, AIA
Principal

ENGINEERING DEPARTMENT



INTER-DEPARTMENTAL MEMORANDUM

CITY OF KNOXVILLE

DATE: May 1, 2025

TO: Penny Owens, Purchasing Agent

FROM: David L. M. Skov, P.E., Civil Engineer Manager

SUBJECT: **L.T. ROSS BUILDING RE-ROOF PROJECT -
PROFESSIONAL SERVICES CONTRACT FOR DESIGN SERVICES
& BID DOCUMENTS**

The Engineering Department considered the firms of MBI, Sanders Pace Architecture, and Benefield Richters to provide design services for the re-roof project at the L. T. Ross Building at 2247 Western Ave. The Engineering Department requested the architectural firm Sanders Pace Architecture to submit a detailed scope of services and proposed fee to design and provide bid documents for a new roof on the L. T. Ross Building. The scope of professional services is similar to the recently completed Christenberry Recreation Center Re-roof Project which was successful. I have reviewed its attached proposal and recommend entering in to a contract with Sanders Pace Architecture, LLC, for an amount not to exceed \$49,820.00. This contract will be funded from the SVC204302 – LT Ross Building Improvements project line item in the Capital Budget. All work will be complete by December 31, 2026. Upon approval by city council, please proceed with initiating a contract for these professional services.

If you need additional information, please contact me.

David L. M. Skov, P.E.
Civil Engineer Manager

Attachment:
251701_proposal_REVISED.pdf

cc: George Daws, P.E., Engineer Manager II
Project File