

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 3

made as of the

day of

in the year

Two thousand twenty-one

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

City of Lake City 205 North Marion Avenue Lake City, FL 32055

Phone: 386-719-5768

and the Architect:

(Name, legal status, address, and other information)

Passero Associates 4730 Casa Cola Way Suite 200 St. Augustine, FL 32095 904.757.6106

for the following **PROJECT**:

(Name, location, and detailed description)

Project consists of modifications to city owned buildings (millennium bank and girls club) for use as City Hall. Modifications generally consist of interior renovations (addition of new walls for offices, pre-fabricated restroom building, new restroom), refer to attached sketches. The total project budget for modification is less than \$500,000.

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the 16 day of February in the year Two thousand twenty-one (In words, indicate day, month, and year.)

form a Service Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

The Owner and Architect agree as follows. TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SERVICES UNDER THIS SERVICE ORDER
- 3 COST OF WORK
- 4 COMPENSATION
- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

1.1 This Service Order and Service Agreement is based on the Initial Information set forth below. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

(Paragraphs deleted)

§ 1.1.1 The Owner's City Hall Program:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owners Program documents as listed in Article 7.1.3.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project consists of modifications to city owned buildings (millennium bank and girls club) for use as City Hall. Modifications generally consist of interior renovations (addition of new walls for offices, pre-fabricated restroom building, new restroom), refer to attached sketches provided by City. The total project budget for modification is less than \$500,000.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Article 3.: (Provide total and, if known, a line item breakdown.)

City Hall: less than \$500,000(initial budget)

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

City Hall Bid Documents – January, 2022 (planned)

.2 Construction commencement date:

City Hall - March, 2022 (planned)

.3 Substantial Completion date or dates:

City Hall – May/June 2022 (planned)

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Refer to attached Fee Schedule and Section 4.1.1.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

New service order will be provided for additional services.

ARTICLE 3 COST OF THE WORK

§ 3.1

(Paragraphs deleted)

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

- § 3.2 The Owner's budget for the Cost of the Work is provided in Initial Information. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 3.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Bridging Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.
- § 3.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Bridging Contract Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable Bridging Contract Documents market.
- § 3.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 3.6 If the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.
- § 3.7 If the Owner chooses to proceed under Section 3.6.4, the Architect shall modify the Bridging Contract Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services, or the budget as adjusted under Section 3.6.1. If the Owner requires the Architect to modify the Bridging Contract Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 4; otherwise the Architect's services for modifying the Bridging Contract Documents shall be without additional compensation. In any event, the Architect's modification of the Bridging Contract Documents shall be the limit of the Architect's responsibility under this Article 3.

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Paragraphs deleted)

- \$39,000, refer to attached fee schedule
- § 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below: (Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of

compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

New service order will be provided for additional services.

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

N/A

(Paragraph deleted)

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below: (Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

Refer to Master Agreement

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage

Limits

N/A

N/A

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement: (List name, address, and other information.)

City Manager City of Lake City 205 N., Marion Avenue Lake City, FL 32055

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement: (List name, address, and other information.)

Passero Associates, LLC Andrew M. Holesko, CM, MBA Chief Executive Officer, Sr. Planner 4730 Casa Cola Way Suite 200 St. Augustine, FL 32095

ARTICLE 7 ATTACHMENTS AND EXHIBITS

- § 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:
 - .1 AIA Document, B121TM-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
 - .2 Other Exhibits incorporated into this Agreement: (Clearly identify any other exhibits incorporated into this Agreement.)

Fee Schedule – Service Order #3
Project Location Sketch – City Hall
Girls Club Concept Plan, dated 11/5/2021
Millennium Bank Concept Plan, dated 11/5/2021

.3 Other documents:

Init.

(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

OWNER (Signature)	ARCHITECT (Signature)
Mayor	Andrew M. Holesko, CM, MBA Chief Executive Officer
Attest	
City Clerk	
City Attorney	

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User Notes: (1966094163)

Additions and Deletions Report for

AIA® Document B221™ – 2018

User Notes:

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Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:56:03 FT on 11/17/2021

AIA SOITWAI & at 06.50.03 ET 011 11/11/2021.		
PAGE 1		
SERVICE ORDER number 3 made as of the	day of	in the year Two thousand twenty-one
City of Lake City 205 North Marion Avenue Lake City, FL 32055		
Phone: 386-719-5768		
Passero Associates 4730 Casa Cola Way Suite 200 St. Augustine, FL 32095 904.757.6106		
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This Service Order, together with the Master Agreemed February in the year Two thousand twenty-one	ent between Owner	r and Architect dated the 16 day of
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TABLE OF ARTICLES

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3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETIONCOST OF WORK

1.1 This Service Order and Service Agreement is based on the Initial Information set forth below. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

§ 1.1.1 The Owner's City Hall Program:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owners Program documents as listed in Article 7.1.3.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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(Provide total and, if known, a line item breakdown.)

City Hall: less than \$500,000(initial budget)

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 - .1 Design phase milestone dates, if any:

City Hall Bid Documents - January, 2022 (planned)

.2 Construction commencement date:

City Hall – March, 2022 (planned)

.3 Substantial Completion date or dates:

City Hall - May/June 2022 (planned)

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TBD

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(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

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(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information—the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 4

Refer to attached Fee Schedule and Section 4.1.1.

New service order will be provided for additional services.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION ARTICLE 3 COST OF THE WORK

- § 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:
 - .1 Commencement of construction date:
 - .2 Substantial Completion date:

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

- § 3.2 The Owner's budget for the Cost of the Work is provided in Initial Information. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 3.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Bridging Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.
- § 3.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Bridging Contract Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable Bridging Contract Documents market.
- § 3.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 3.6 If the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - give written approval of an increase in the budget for the Cost of the Work;
 - authorize rebidding or renegotiating of the Project within a reasonable time;
 - terminate in accordance with Section 9.5;
 - in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - implement any other mutually acceptable alternative.
- § 3.7 If the Owner chooses to proceed under Section 3.6.4, the Architect shall modify the Bridging Contract Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services, or the budget as adjusted under Section 3.6.1. If the Owner requires the Architect to modify the Bridging Contract Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the

Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 4; otherwise the Architect's services for modifying the Bridging Contract Documents shall be without additional compensation. In any event, the Architect's modification of the Bridging Contract Documents shall be the limit of the Architect's responsibility under this Article 3.

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Chief Executive Officer, Sr. Planner

User Notes:

	.1	Stipulated Sum
		—(Insert amount)
	.2	Percentage Basis
	7.77	— (Insert percentage value)
	-	() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.
	.3	— Other
	-	(Describe the method of compensation)
- \$39,00	0, refe	er to attached fee schedule
New se	rvice	order will be provided for additional services.
<u>N/A</u>		
Service budget	s shal for th	compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic II be calculated by multiplying the percentages identified in this Article by the Owner's most recent e Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on pdates to the Owner's budget for the Cost of the Work.
Refer t	o Mas	ster Agreement
	NT/	N/A
PAGE 6	<u>N/</u>	${f N}/{f A}$
	Lake , Mari	
		ociates, LLC Holesko, CM, MBA

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4730 Casa Cola Way Suite 200 St. Augustine, FL 32095

(Printed name and title)

City Attorney

Fee Schedule – Service Order #3
Project Location Sketch – City Hall
Girls Club Concept Plan, dated 11/5/2021

Millennium Bank Concept Plan, dated 11/5/2021

(List other documents, if any, including additional scopes of service forming part of this Service Order.)

OWNER (Signature)

Mayor

Andrew M. Holesko, CM, MBA
Chief Executive Officer

Attest

City Clerk
OWNER (Signature)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401 ™ - 2003

	ry, to the best of my knowledge,		
document simultaneously with	its associated Additions and De	letions Report and this certi	fication at 08:56:03 ET on
11/17/2021 under Order No. 7-	433320074 from AIA Contract I	Documents software and that	t in preparing the attached
final document I made no chan	ges to the original text of AIA® I	Document B221 TM – 2018,	Service Order for use with
Master Agreement Between O	wner and Architect, as published	by the AIA in its software	other than those additions
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(Title)			
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