

CITY COUNCIL RESOLUTION NO. 2021-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT TWO WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE CONSTRUCTION OF THE WESTSIDE FIRE STATION; PROVIDING FOR A NOT-TO-EXCEED PRICE OF \$82,000.00, FOR THE PROFESSIONAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract (hereinafter the "Agreement") with Passero Associates, LLC (hereinafter "Passero" or "Consultants"), authorized by City Council Resolution No. 2021-015 for Professional Consulting Services with the Westside Fire Station (No. 2) (hereinafter the "Project"); and

WHEREAS, the Continuing Contract provides that Passero shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Two to its Continuing Contract with Passero for services related to the Project, at a cost not to exceed eighty-two thousand dollars and zero cents (\$82,000.00) in accordance with the terms and conditions of Task Assignment Number Two, a copy of which is attached hereto as "Exhibit A" (marked as Service Order #2) and made a part of this resolution ("Task Assignment Number Two"), and the Continuing Contract.

WHEREAS, the City Council has determined that it is in the best interests of its citizens to enter into Task Assignment Number Two, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The City is hereby authorized to enter into Task Assignment Two with Passero Associates, LLC, for the additional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Two as may be deemed necessary to be in the best interest of the City and its citizens. Provided, however, that any such changes or modifications shall not cause the payment to Passero to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver Task Assignment Number Two in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Passero shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The remainder of this page intentionally left blank.

Signature page follows.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of July 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



AIA[®] Document B221[™] – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 2 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 a new Fire Station facility located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,800 square feet consisting of two apparatus bays with support spaces, day room, kitchen, seven (7) bunk rooms and patio. The construction budget is \$2,425,275 million and is anticipated to be completed in twelve (12) months from notice of award.

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 a new Fire Station facility located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,800 square feet consisting of two apparatus bays with support spaces, day room, kitchen, seven (7) bunk rooms and patio. The construction budget is \$2,425,275 million and is anticipated to be completed in twelve (12) months from notice of award.

§ 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.)

Fire Station Construction Budget \$2,425,275 million

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Completed

- .2 Construction commencement date:

October 4, 2021 (planned)

.3 Substantial Completion date or dates:

July 1, 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.)

Architect to procure Design Builder by utilizing a design and construction criteria package as Basis of Scope of Work with concurrence of the City.

§ 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:
Promus - 4245 Land Road, Ball Ground, GA 30107

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 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 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 E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–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.

✓ 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)

- **\$82,000 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

Init.

§ 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, B121™-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 #2
- .3 Other documents:
(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)

Mayor

Attest

City Clerk

City Attorney

ARCHITECT (Signature)

Andrew M. Holesko, CM, MBA
Chief Executive Officer

Additions and Deletions Report for AIA[®] Document B221[™] – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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 15:28:59 ET on 06/25/2021.

PAGE 1

SERVICE ORDER number 2 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

...

Project consists of a new Fire Station facility located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,800 square feet consisting of two apparatus bays with support spaces, day room, kitchen, seven (7) bunk rooms and patio. The construction budget is \$2,425,275 million and is anticipated to be completed in twelve (12) months from notice of award.

...

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

...

The Owner and Architect agree as follows.



3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION/COST 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.)

Project consists of a new Fire Station facility located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,800 square feet consisting of two apparatus bays with support spaces, day room, kitchen, seven (7) bunk rooms and patio. The construction budget is \$2,425,275 million and is anticipated to be completed in twelve (12) months from notice of award.

§ 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.)

Fire Station Construction Budget \$2,425,275 million

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Completed

.2 Construction commencement date:

October 4, 2021 (planned)

.3 Substantial Completion date or dates:

July 1, 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.)

Architect to procure Design Builder by utilizing a design and construction criteria package as Basis of Scope of Work with concurrence of the City.

§ 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:
Promus - 4245 Land Road, Ball Ground, GA 30107

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 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 E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–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.

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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

- .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.

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.1 Stipulated Sum
— (Insert amount)

.2 Percentage Basis
— (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)

- **\$82,000 refer to attached fee schedule**

...

New service order will be provided for additional services.

...

N/A

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

...

Refer to Master Agreement

...

N/A

N/A

...

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

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

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Fee Schedule – Service Order #2

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OWNER *(Signature)*

Mayor

Attest

City Clerk

OWNER *(Signature)*

(Printed name and title)

City Attorney

ARCHITECT *(Signature)*

Andrew M. Holesko, CM, MBA
Chief Executive Officer

ARCHITECT *(Signature)*

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:28:59 ET on 06/25/2021 under Order No. 7433320074 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order _____ for use with Master Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



June 25, 2021

City of Lake City
204 N. Marion Ave.
Lake City, Florida 32055
Attn: Ms. Ami Fields

Re: Owner’s Representative (Phase 2) – Service Order #2

Dear Ms. Ami Fields:

Thank you for allowing Passero Associates to be part of this exciting project. As requested, we have prepared the following Fee Proposal for Professional Owner’s Representative Services, During Construction, for the Lake City Fire Station No. 2 Project. Services are summarized below and further defined in attached Fee Schedule.

Owner’s Representative Services, Final Design Phase:

- Attend meetings with Design-Builder and Owner to coordinate final design.
- Review progress drawings for conformance to Contract Documents.
- Review Value Engineering options and make recommendations to City.

Owner’s Representative Services, During Construction:

- Attend weekly meetings for nine (9) month construction schedule.
- Conduct final inspection and distribute punch list report.
- Review shop drawings and submittals.
- Review and certify contractor’s monthly applications for payment.

Fee Summary

Owner’s Rep. Final Design Phase.....	\$13,000
Owner’s Rep. Construction Phase	<u>\$69,000</u>
Total	\$82,000

Please call me directly at (904) 224-7088 or via e-mail, jvollenweider@passero.com with any questions. We appreciate the opportunity and thank you for your consideration.

Sincerely,

Justin Vollenweider, AIA NCARB CSI-CDT
Senior Project Architect

OWNER'S REPRESENTATIVE – PHASE 2 (CONSTRUCTION ADMINISTRATION SERVICES)

PROPOSED NEW FIRE STATION

LAKE CITY, FLORIDA

FEE SCHEDULE – SERVICE ORDER #2

JUNE 8, 2021

SCOPE OF WORK FOR OWNER'S REPRESENTATIVE – SERVICE ORDER #2 (CONSTRUCTION ADMINISTRATION SERVICES)

Project consists of a new Fire Station facility located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,800 square feet consisting of two apparatus bays with support spaces, day room, kitchen, seven (7) bunk rooms and patio. The construction budget is estimated at \$2.3 million (final budget TBD) and is anticipated to be completed in twelve (12) months from notice of award.

1.0 OWNER'S REP. SERVICES, FINAL DESIGN PHASE

1.1. Design-Builder Final Design Phase

- Attend meetings with Design-Builder and Owner to coordinate final design.
- Review progress drawings for conformance to Contract Documents. (Includes civil, structural, mechanical, electrical, and plumbing systems review)
- Review Value Engineering options and make recommendations to City.

2.0 OWNER'S REPRESENTATIVE SERVICES, DURING CONSTRUCTION

2.1. Project Administration

- One (1) pre-construction meeting.
- Field meetings (attend weekly meetings with Contractors – assumed construction period 9 months).
- Field Reports as conditions necessitate (other than the weekly field meetings).
- MEP Engineers will attend one (1) site visit/meeting.
- Final inspection and punch-list.
- Threshold (third-party) inspections and material testing to be obtained by City.
- Review testing and inspection reports and comment, as necessary.

2.2. Shop Drawings

- Process of submittals, including receipt, review of, and appropriate action on Shop Drawings.
- Distribution of submittals to Owner and Contractor, as required.
- Related communications.

2.3. Supplemental Documentation

- Review, preparation, and distribution of Owner-requested changes in the Scope of Work (Change Orders).
- Preparation, reproduction, and distribution of supplemental drawings or interpretations in response to requests for clarification by Contractor(s) or the Owner.

2.4. Payment Review

- Certification of the Contractor's monthly application for payment.

3.0 SCOPE OF WORK FOR SUPPLEMENTAL SERVICES

Special services are not included; however, if during the project special services are identified, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

CONTRACT ASSUMPTIONS AND EXCLUSIONS

4.0 CONTRACT EXCLUSIONS

Below we have listed services that are excluded from those provided in our Basic Owner's Representative Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.

- Any item not explicitly outlined herein.
- Environmental Testing and Auditing.
- Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
- Commissioning Services.
- Interior design services including Furniture Selection or Coordination.
- Post-Construction Record Documents, unless otherwise included.
- LEED Certification and Approval Process unless otherwise specified herein.
- Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
- City, County and State agency/municipality permits and approvals.

FEE SCHEDULE SUMMARY – SERVICE ORDER #2

1.0	OWNER’S REP. SERVICES FINAL DESIGN PHASE	
	HVAC, Plumbing, Fire Protection, Electrical Design Review (Promus)	\$3,000
	Architectural, Civil and Structural Design Review (Passero).....	\$10,000
	Summary of Fees for Owner’s Rep. Services Final Design Phase.....	\$13,000

2.0	OWNER’S REP. SERVICES DURING CONSTRUCTION	
	Submittal/Shop Drawing Review.....	\$7,000
	9 months of construction (assume Oct. 1, 2021 – July 1, 2022)	\$62,000
	Summary of Fees for Owner’s Rep. Services During Construction.....	\$69,000

TOTAL SERVICE FEE FOR OWNER’S REP. SERVICES \$82,000

3.0	SUPPLEMENTAL SERVICES	
	Summary of Supplemental Services Fees	Not Applicable

TOTAL OWNER’S REP. AND SUPPLEMENTAL SERVICE FEE \$82,000

REIMBURSABLE EXPENSE ESTIMATE

Printing, copying, and miscellaneous expenses Included in Service Fee