

# Service Order for use with Master Agreement Between Owner and Architect

**SERVICE ORDER** number One made as of the Twenty-Fifth day of September in the year 2019

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

## **BETWEEN** the Owner:

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

Tupelo Public School District 72 South Green Street Tupelo, MS 38804 Telephone Number: (662) 841-8850

Fax Number: (662) 841-8887

and the Architect:

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

JBHM Architects, PA 105 Court Street Tupelo, MS 38804 Telephone Number: (662) 844-1822

for the following **PROJECT**: (Name, location, and detailed description)

**Church Street Renovations** 

Church Street renovations includes, but is not limited to, Replacement of HVAC equipment, Reroofing, exterior repairs and painting, interior repairs and construction of offices, interior painting and refinishing wood doors, and safety upgrades.

## THE SERVICE AGREEMENT

This \$ervice Order, together with the Master Agreement between Owner and Architect dated the Twenty-Fifth day of September in the year Two Thousand Nineteen (In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

#### **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

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#### ARTICLE 1 INITIAL INFORMATION

§ 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.)

Project Site: Church Street School

Project Program: Church Street renovations includes, but is not limited to, Replacement of HVAC equipment, Reroofing, exterior repairs and painting, interior repairs and construction of offices, interior painting and refinishing wood doors, and safety upgrades.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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.

#### 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.)

Design, Bidding, and Construction Administration services.

## § 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.)

# ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 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:

Project schedule will be established upon approval to proceed with design.

.2 Substantial Completion date:

Substantial Completion date To Be Determined.

# 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 (Insert amount)
- .2 Percentage Basis
  (Insert percentage value)
  - (6) % 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)

§ 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.)

Refer to the rate schedule entitled "Hourly Rates" which is attached to the Master Agreement and will be adjusted annually.

§ 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.)

For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One and One-tenth percent (1.10 %) of the expenses incurred.

No reimbursable expense shall be due by the owner without prior written consent of owner, including for those services outlined in article 9.4.1 of the Master Agreement.

§ 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.

#### 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.)

§ 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

#### 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.)

Robert Picou Tupelo Public School District 72 South Green Street Tupelo, MS 38804 Telephone Number: (662) 841-8850 Fax Number: (662) 841-8887

§ 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.)

Will Lewis
JBHM Architects, PA
105 Court Street
Tupelo, MS 38804
Telephone Number: (662) 844-1822

#### ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121<sup>TM</sup>-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.)
- .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)	ARCHITECT (Signature)
Robert Picou, Superintendent	William M. Lewis, Principal
(Printed name and title)	(Printed name, title, and license number, if required)