



**STILLWATER PUBLIC SCHOOLS**  
**STILLWATER BOARD OF EDUCATION**

**PREPARED BY:** Bo Gamble, Assistant Superintendent of Operations  
**APPROVED BY:** Dr. Janet Vinson, Acting Superintendent  
**DATE:** January 14, 2024

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**AGENDA ITEM: 5A**

Consider and Vote to Award the Contract for SPS OES Building Renovation Phase 2 Parking Project to the lowest responsible bidder.

**BOARD ACTION REQUESTED:**

Vote to Award the Contract for SPS OES Building Renovation Phase 2 Parking Project to the lowest responsible bidder Firebrand Construction, LLC in the amount of \$677,000.00

**BACKGROUND INFORMATION:**

A solicitation for bids was issued in accordance with Oklahoma statutes. Bids were received, opened, and read aloud at 3:30 pm Thursday, December 19, 2024 for SPS OES Building Renovation Phase 2 Parking Project. Plans and specifications were provided by 505 Architects, LLC. All requested bidding information was provided by this bidder. Total bid price is \$677,000.00.

The bid tabulation sheet is attached.

Upon approval by the Board, construction contracts will be executed and a Notice to Proceed will be submitted to Firebrand Construction, LLC. The attached AIA - Document A101-2017 (Standard Form of Agreement between Owner and Contractor), and AIA - A201 - 2017 (General Condition for the Contract for Construction), will serve as the contract between Firebrand Construction, LLC. and the District.



505 ARCHITECTS LLC  
1631 South Delaware Avenue  
Tulsa, Oklahoma 74104  
(918) 605-5303

SPS OES BUILDING RENOVATION PHASE 2 PARKING  
5021 N. PERKINS ROAD  
STILLWATER, OKLAHOMA 74075

3 January 2025

Re: Bid Tabulation Review

Dear Bo:

Bids for the above-mentioned project were received and opened publicly on December 19, 2024. Of the six (6) bidders that attended the mandatory pre-bid meeting three (3) bids were received, with Lump-Sum Base Bids ranging from \$677,000 to \$999,500.

SPS budget for this project is \$1.3 million for the Scope of Work.

The three (3) apparent low bidders are:

Firebrand Construction with a total bid of \$677,000.00.

MK Excavation with a total bid of \$728,250.00.

Rudy Construction Co. with a total bid of \$999,500.00.

505 Architects reviewed with each of the above apparent low bidders their understanding of the Scope of Work contained with the bid documents and found it to be acceptable.

505 Architects recommends that the Contract be awarded to Firebrand Construction with for the total Lump-Sum Base Bid in the amount of \$677,000.

Please do not hesitate to contact our office with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'WBD', with a long horizontal line extending to the right.

Brian Thomas, AIA, RID, LEED AP  
Principal

Attached  
SPS OES Building Renovation Phase 2 Parking Bid Tabulation



# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the fourteenth day of January in the year two-thousand and twenty-five.

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

**BETWEEN** the Owner:

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

Independent School District No. 16 of Payne County Oklahoma  
314 South Lewis Street  
Stillwater, Oklahoma 74074

and the Contractor:

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

Firebrand Construction LLC  
221 E 9<sup>th</sup> Avenue  
Stillwater, Oklahoma 74074

for the following Project:

*(Name, location and detailed description)*

SPS OES Building Renovation Phase 2 Parking  
5021 N. Perkins Road, Stillwater Oklahoma 74075  
Interior Remodel at SPS OES Building.

The Architect:

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

505 Architects LLC  
1631 South Delaware Avenue  
Tulsa, Oklahoma 74104

The Owner and Contractor 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.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Paragraphs deleted)*

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

January 14, 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Paragraph deleted)*

By the following date: May 18, 2025.

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraph deleted)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Seventy-Seven Thousand Dollars and Zero Cents (\$ 677,000.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

*(Paragraphs deleted)*

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Contractor shall not pass any material cost increases onto the Owner.

**ARTICLE 5 PAYMENTS**

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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User Notes:

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§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

*(Paragraphs deleted)*

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(Paragraphs deleted)*

### **§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction, located in Jackson County, Oklahoma. Legal costs shall be award to the prevailing party per Oklahoma Statutes.

## **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

None

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:

Rob Lamecker; Director of Facilities for SPS  
314 South Lewis Street  
Stillwater, Oklahoma 74074  
rlamecker@stillwaterschools.com

**§ 8.3** The Contractor's representative:

Kyler McCommas  
221 E 9<sup>th</sup> Avenue  
Stillwater, Oklahoma 74074  
kyler@firebrandgc.com  
(405) 624-2500

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with

*(Paragraphs deleted)*

AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed.

**§ 8.7 Other provisions:**

Sales Tax Exemption. Oklahoma Statutes exempts sales taxes on the sale of "tangible personal property or services." Owner will provide a tax-exempt certificate for the use of the Contractor and Subcontractors to purchase materials for the Work.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4.1 Drawings SPS OES Building Renovation Phase 2 Issue 01 Dated 10.28.2024  
Refer to Cover Sheet Dated 10.28.2024 for Sheet Index
- .4.2 Project Manual and Specifications Issue 01 Dated 10.28.2024

**DIVISION 0 – BIDDING REQUIREMENTS AND CONTRACT FORMS**

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- 00 0001 PROJECT DIRECTORY
- 00 0002 SOILS INVESTIGATION REPORTS
- 00 0003 SPECIFICATION INDEX
- 00 0100 INVITATION TO BID
- 00 0104 BID SECURITY
- 00 0105 NON-COLLUSION AFFIDAVIT
- 00 0106 OFFENDERS REGISTRATION ACT AFFIDAVIT
- 00 0108 CERTIFICATION OF PRE-BID SITE INSPECTION
- 00 0400 BID FORM
- 00 0500 AGREEMENT  
AIA A101 Standard Form of Agreement Between Owner and Contractor
- 00 0700 GENERAL CONDITIONS  
AIA A201 General Conditions of the Contract for Construction
- 00 0702 SUPPLEMENTARY CONDITIONS
- 00 0703 PERFORMANCE BOND AND PAYMENT BOND

**DIVISION 1 – GENERAL REQUIREMENTS**

- 01 1000 SUMMARY
- 01 2300 ALTERNATES
- 01 2500 SUBSTITUTION PROCEDURES  
Substitution Request Form
- 01 2600 CONTRACT MODIFICATION PROCEDURES
- 01 2900 PAYMENT PROCEDURES
- 01 3100 PROJECT MANAGEMENT AND COORDINATION  
Bid RFI Form
- 01 3200 CONSTRUCTION PROGRESS DOCUMENTATION
- 01 3233 PHOTOGRAPHIC DOCUMENTATION
- 01 3300 SUBMITTAL PROCEDURES

	Digital File Release Form
01 4000	QUALITY REQUIREMENTS
01 4200	REFERENCES
01 5000	TEMPORARY FACILITIES AND CONTROLS
01 6000	PRODUCT REQUIREMENTS
01 7300	EXECUTION
01 7419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 7700	CLOSEOUT PROCEDURES
01 7823	OPERATION AND MAINTENANCE DATA
01 7839	PROJECT RECORD DOCUMENTS

**.6 Addenda, if any:**

Number	Date	Pages
Addendum 01	09 December 2024	11
Addendum 02	12 December 2024	5

*(Paragraphs deleted)*

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.7 Other documents, if any, listed below:**

.1 "Document 00 0702 Supplementary Conditions" dated 11.15.2024

*(Paragraphs deleted)*

.2 "Division 0 Bidding Requirements and Contractor Forms" Documents contained within the Project Manual dated 11.15.2024

*(Table deleted)*

*(Paragraphs deleted).*3 Exhibit B - Contractor's received bid documents relating to bidding requirements.

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

\_\_\_\_\_  
OWNER *(Signature)*

Dr. Marshall Baker School Board President  
*(Printed name and title)*

  
\_\_\_\_\_  
CONTRACTOR *(Signature)*

Kyler McCommas President  
*(Printed name and title)*