



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 20, 2024

AGENDA ITEM: 2B

Consider and Vote to Approve Service Order No. 20 for SPS Bond 2023 HS Phase 2 - Performing Arts (PA) Wing

BOARD ACTION REQUESTED:

Vote to Approve Service Order No. 20 for SPS Bond 2023 HS Phase 2 - Performing Arts (PA) Wing

BACKGROUND INFORMATION:

The Architect will provide continued pre-planning professional services to assist the Owner with Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration Phases for a new Performing Arts Wing addition to the new SPS High School Phase 1 located at the existing Cimarron Plaza site in Stillwater, Oklahoma.



AIA[®] Document B221[™] – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 20 made as of the twentieth day of June in the year two thousand and twenty-four

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

505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

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

SPS Bond 2023 High School Phase 2 – Performing Arts (PA) Wing
Schematic Design, Design Development, Construction Documents, Bidding and
Construction Administration Phases for a new PA Wing addition to the new SPS High
School Phase 1 located located at the existing Cimarron Plaza site in Stillwater, Oklahoma.

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the

(Paragraphs deleted)

thirteenth day of April in the year two thousand and twenty-one 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:

- 1.1.1 The Project consists of new construction addition for a SPS Bond 2023 High School Phase 2 - Performing Arts (PA) Wing to the new SPS High School Phase 1 located on the existing Cimarron Plaza site in Stillwater, Oklahoma. The SPS HS Phase 2 PA wing will be approximately 35,000 square feet and contain a drama classroom / black box instructional theater, choir room, orchestra room, ensemble room, large band room, small band rooms (2), practice rooms band office, choir office, drama office, band instruments storage rooms, drama storage and script library, choir storage room, band laundry, instrument repair, music storage, restrooms and utility space.
- 1.1.2 Owners budget for the cost of the Work is \$14,000,000.00.
Owners budget for the cost of FF&E is \$400,000.00.
- 1.1.3 Architect's Consultants for Basic and Additional Services include:

Interior Design:	D5 Concepts, Tulsa OK
Civil Engineers:	Gose & Associates, Stillwater OK
Landscape Architects:	Copeland Design Collective, PLLC, OKC OK
Structural Engineers:	360 Engineering Group, PLLC, Tulsa OK
Mechanical and Electrical Engineers:	Phillips+Gomez Consulting Engineers, Tulsa, OK
Environmental Graphics	Walsh Branding, Tulsa, OK
- 1.1.4 Existing geotechnical testing and topographic survey for the HS Phase 1 project will be utilized.

§ 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

The Architect shall provide Schematic Design phase, Design Development phase, Construction Documents phase, Bidding phase, and Construction phase professional services for architectural, interior design, and usual and

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customary structural, mechanical, and electrical engineering services for the Project. Services not included within Basic Services are Supplemental or Additional Services.

Interior design services included within Basic Services is limited to the selection and documentation of interior surfaces, materials, finishes and specialty lighting.

Program Verification, Site and Building Concept: The Architect will meet with the Owner and key users or stakeholders to review the proposed character of the space, current and potential future space needs and other site-related issues. We will conduct up to two (2) meetings to discuss and review the space requirements (Program), and the site and building concept. As we collect and document input received from these meetings, we will incorporate into the schematic design.

Project delivery will be Construction Manager at Risk (CMaR).

Cost estimating and project construction scheduling will be provided by the Construction Manager.

Construction Administration services will include construction site visits and/or Owner/Architect/Contractor (OAC) construction meetings will be limited to two (2) visits per month by the Architect during construction period for the Project. In addition to visits and reports by the Architect; four (4) Interior design, three (3) structural, and two (2) mechanical/electrical site visits with associated field observation reports by the Architect's consultants are included within Basic Services.

§ 2.1.2 Additional Services

Additional Services required to complete the scope of services of this project and part of the total fee for this Project include the following:

2.1.2.1 Civil Engineering and Landscape Design:

Civil Engineering includes design and documentation of on-site parking, grading, drainage, and utilities. The scope of services includes preparation of necessary drawings and specifications, responding to bidder requests for information, and construction administration services.

Modifications and rerouting of existing city on-site utilities and off-site utility extensions, easement and right-of-way acquisition or vacation, and platting or zoning requirements or changes are excluded.

Landscape Design includes landscape and irrigation design services to include design and documentation for the landscape and irrigation scope of the Work. The scope of services shall include preparation of necessary drawings and specifications, permit assistance, responding to bidder requests for information and construction administration services.

Construction Administration services will include: two (2) civil engineer, and two (2) landscape architect site visits with associated field observation reports in addition to those visits and reports made by the Architect.

2.1.2.4 Low Voltage Design:

The Architect shall prepare a structured cabling specification and drawings that identify telecommunications, data, and security device termination locations, receptacles, pathways, and cabling requirements. Telecommunication, data, and security systems devices design and documentation is excluded.

2.1.2.7 Furniture Selection and Specification:

The Architect shall provide interior design services to assist the Owner with a "basis of design" approach for procurement of furniture for the Projects. The scope of services shall include assisting the Owner with conceptual furniture options, final "basis of design" selections, furniture layout, select and coordinate all upholstery and product finishes, coordinate required testing of materials for various pieces before specifying, estimates based on current price lists and/or quoted prices by vendors, prepare FF&E specification book suitable to obtain 3 vendor bids for a furniture, furnishings, and equipment (FF&E), review substitution requests, coordinate delivery of bid package and bid opening, prepare contracts, coordinate purchase orders with vendor for Owner payment, coordinate delivery dates, on-site

review of delivered furniture, prepare punch list and coordinate deficiencies with vendors. two (2) site visits have been included for delivery, installation, and punch.

2.1.2.8 Environmental Graphics:

The Architect shall provide environmental graphic design services for the design and documentation of impact graphics for key signage elements, and limited wayfinding sign package. All images that required purchasing or licensing shall be a reimbursable expense.

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:

November 2024

- .2 Substantial Completion date:

December 2026

ARTICLE 4 COMPENSATION

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

Compensation for Basic Services shall be calculated at \$65,000.00 plus percent (5%) of the Cost of Work over \$1,000,000.00. Basic Services fees will be billed monthly based on percentage of completion plus reimbursable expenses as follows:

Phase 200 Schematic Design Phase	Fixed	20% plus reimbursable expenses per Section 4.3
Phase 300 Design Development Phase	Fixed	25% plus reimbursable expenses per Section 4.3
Phase 400 Construction Documents Phase	Fixed	35% plus reimbursable expenses per Section 4.3
Phase 500 Bidding and Permitting Services	Fixed	5% plus reimbursable expenses per Section 4.3
Phase 600 Construction Phase	Fixed	15% plus reimbursable expenses per Section 4.3

(Paragraphs deleted)

The Cost of the Work is defined as that documented by the Architect and Architect's consultants whether or not the Work is constructed. The fees will initially be based on the budget identified in Article 1.1.2. The Basic Services fees for the succeeding phase will be adjusted based on the cost estimates provided by the Construction Manager at the completion of each phase of the Work and again at Substantial Completion of the Project based on the final Application for Payment submitted by the Construction Manager. The adjustment of the fee at Substantial Completion shall not reduce from the original Guarantee Maximum Price (GMP).

§ 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.)

Compensation for the following Additional Services shall be a fixed fee compensation and will be billed monthly based on percentage of completion plus reimbursable expenses as follows:

Phase 701 Civil Engineering & Landscape	Fixed	\$37,500 plus reimbursable expenses per Section 4.3
Phase 702 Low Voltage Design	Fixed	\$10,000 plus reimbursable expenses per Section 4.3
Phase 703 Furniture (FF&E)	Fixed	\$18,000 plus reimbursable expenses per Section 4.3
Phase 704 Environmental Graphics	Fixed	\$7,500 plus reimbursable expenses per Section 4.3

The Architect shall endeavor to provide a fixed fee for Additional Services when a scope of services can be clearly defined. In all instances, the Architect shall notify the Owner in writing of the need for Additional Services. If a scope

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of Work cannot be clearly defined, upon written approval from the Owner the Architect shall perform the Work on an hourly basis until such a time as the scope of Work can be defined and a fixed fee can be established.

Hourly billing rates at the time of this Agreement are set forth as follows:

505 Architects LLC

Principal	\$200	Architect	\$185
Project Manager	\$195	Architectural Intern	\$140
Interior Designer	\$175	Administrative	\$90

D5 Concepts

Interior Designer	\$115
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Gose & Associates

Engineer 7-9	\$180 - \$190	CAD Tech	\$100-\$140
Engineer 1-4	\$135 - \$155	Administrative	\$50
Designer	\$145 - \$155		

Copeland Design Collective, PLLC

Landscape Architect	\$120
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360 Engineering Group, PLLC

Principals	\$200	Project Manager	\$155
Associate Principals	\$190	Engineer Intern	\$140
Associates	\$185	BIM Technician II	\$130
Structural Engineer II	\$170	BIM Technician I	\$115
Structural Engineer I	\$155	Administrative	\$105

Phillips+Gomez Consulting Engineers (Mechanical, Electrical and Plumbing Engineering)

Senior Principal/Engineer	\$200	Engineer/Designer II	\$135
Principal/Engineer	\$185	Engineer/Designer I	\$120
Director/Engineer	\$175	CAD Technician II	\$100
Engineer/Designer IV	\$165	CAD Technician I	\$90
Engineer/Designer III	\$150	Clerical	\$75

Walsh Branding

Environmental Graphics Designer	\$100
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§ 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.)

Reimbursable Expenses are estimated to not exceed \$50,000.00.

The Purchase Order should be written for an amount to include Basic Services, Additional Services, and an allowance for Reimbursable Expenses.

§ 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:

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(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.)

(Table deleted)

(Paragraphs deleted)

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

Assistant Superintendent of Operations
Bo Gamble
Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

Brian Thomas, AIA, RID, LEED AP
Principal
505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 741014

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;

(Paragraphs deleted)

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

OWNER *(Signature)*

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



ARCHITECT *(Signature)*

Brian Thomas, AIA, RID, LEED AP Principal
(Printed name, title, and license number, if required)

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