



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: 2A

Consider and Vote to Approve Service Order No. 19 for SPS High School Building Repurposing Study

BOARD ACTION REQUESTED:

Vote to Approve Service Order No. 19 for SPS High School Building Repurposing Study

BACKGROUND INFORMATION:

The Architect will provide continued pre-planning professional services to assist the Owner with the evaluation for the repurposing of the existing High School building for new use located at 1224 N Husband Street.

 **AIA**® Document B221™ – 2018**Service Order** for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 19 made as of the eleventh 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 High School Building Repurposing Study
Pre-Planning professional services to assist the Owner with the evaluation for the repurposing of the existing High School building for new use located at 1224 N Husband Street 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 Pre-Planning professional services to assist the Owner with the evaluation for the repurposing of the existing High School building for new use located at 1224 N Husband Street in Stillwater, Oklahoma. The repurposing study does not include the existing athletic and stadium building structures.

1.1.2 Owners Budget for the cost of the Work is unknown at the time of this Agreement.

1.1.4 The Owner shall be responsible for:

- Owner Project program, requirements, and information.
- Facility operational and on-going maintenance cost information and projections.
- If available, PDF and electronic files of existing site plan, floor plan and reflected ceiling plan in AutoCAD .dwg or Revit format.
- If available, a site survey or existing site plan information of the proposed project sites, particularly confirming all site boundaries, topography, existing site utilities, zoning constraints, adjacent facilities and any other legal land use restrictions such as permanent easements, and any special site features.
- Services of geotechnical engineers, and other consultants if required by the scope of the Project.
- Tests, inspections and reports required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- Architect or Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- Access to all project areas including providing equipment such as scaffolds, ladders or lifts to access areas requiring observation.
- Destructive observations and repair as required.

§ 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

Init.

The Architect will work closely with the Owner for the development of a Repurposing Study for repurposing of the existing SPS High School structure for new use. The Repurposing Study does not include the existing athletic and stadium building structures.

The Architect will utilize existing drawings provided by the Owner as a basis for development of an overall existing facility plan for the Scope of Services. The Architect will utilize this drawing as the basis to prepare the repurposing study.

The Architect will meet with the Owner and key users or stakeholders to review potential future needs and other facility-related issues. The Architect will conduct up to three (3) meetings to discuss and review the development of the Repurposing Study. As the Architect collects and documents input received from these meetings, the Architect will incorporate into the Repurposing Study deliverable. Development of up to two (2) repurposing scenarios for the High School building are included within the Scope of Services.

The Architect anticipates the proposed scope of Services to take approximately twelve (12) weeks to complete depending on the Owner's availability.

Based on the preliminary repurposing scenarios, the Architect will prepare a Preliminary Opinion of Project Costs, to include preliminary estimated soft costs, construction costs, FF&E, A/E Professional Fees, reimbursable expenses, and a 15% project contingency.

The Architect will prepare a Repurposing Study suitable for presentation purposes containing the following items provided to you in digital format (PDF).

- Preliminary Concept Diagrammatic Site and Floor Plans
- Preliminary Opinion of Project Costs and Preliminary Project Schedule

Provision of supplemental brochures or other presentation materials beyond those described above may be provided by Architect as an Additional Service upon written request from the Owner.

The Architect has included limited preliminary conceptual consultation with engineering consultants if deemed necessary as the repurposing study is developed.

§ 2.1.2 Additional Services

None

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:

NA

- .2 Substantial Completion date:

NA

ARTICLE 4 COMPENSATION

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

Compensation shall be a fixed fee plus reimbursable expenses billed as follows:

(Paragraphs deleted)

Phase 100 HS Building Repurposing Study Fixed \$20,000.00 plus reimbursable expenses per Section 4.3

§ 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.)

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 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 |

§ 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 \$2,000.00.

§ 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.)

(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

Init.

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)