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 tenth day of November in the year two-thousand and twenty-six.
(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 9th Avenue
Stillwater, Oklahoma 74074

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

SPS Softball_Baseball Indoor Training
820 East Alcott Avenue, Stillwater Oklahoma 74075
A new indoor training facility for SPS softball and baseball.

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 may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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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:

[**X**] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

November 23, 2026

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:

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[X] By the following date: April 22, 2027.

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 Nine Hundred Eighty-nine Thousand Nine Hundred Seventy Dollars and Zero Cents ($ 989,970.00), 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
Add Alternate No. 1: Wire Mesh Storage Cage with Top	$10,970.00

§ 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		

§ 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.

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§ 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:

§ 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

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.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:

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.

§ 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

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:

Bo Gamble; Assistant Superintendent of Operations for SPS
314 South Lewis Street
Stillwater, Oklahoma 74074
bgamble@stillwaterschools.com

§ 8.3 The Contractor's representative:

Kyler McCommas
221 E 9th Avenue
Stillwater, Oklahoma 74074

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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 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 SOFTBALL_BASEBALL INDOOR TRAINING Issue 01 Dated 09.25.2026

Refer to Cover Sheet Dated 09.25.2026 for Sheet Index

.4.2 Project Manual and Specifications SPS SOFTBALL_BASEBALL INDOOR TRAINING Issue 01 Dated 09.25.2026

DIVISION 0 – BIDDING REQUIREMENTS AND CONTRACT FORMS
00 0000 TABLE OF CONTENTS
00 0001 PROJECT DIRECTORY
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

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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 7839 PROJECT RECORD DOCUMENTS

DIVISION 2 – EXISTING CONDITIONS
02 4116 STRUCTURE DEMOLITION

DIVISION 3 – CONCRETE
03 3520 SPECIAL CONCRETE FINISHES (SC)

DIVISION 6 – WOOD, PLASTICS AND COMPOSITES
06 1000 ROUGH CARPENTRY

DIVISION 7 – THERMAL AND MOISTURE PROTECTION
07 9200 JOINT SEALANTS

DIVISION 8 – THERMAL AND MOISTURE PROTECTION
08 1113 HOLLOW METAL DOORS AND FRAMES
08 3613 SECTIONAL OVERHEAD DOORS
08 8700 DOOR HARDWARE
Hardware Schedule

DIVISION 9 – FINISHES
09 9123 INTERIOR PAINTING

DIVISION 10 – SPECIALTIES
10 1419 DIMENSIONAL LETTER SIGNAGE
10 1423 PANEL SIGNAGE
10 4413 FIRE PROTECTION CABINETS
10 4416 FIRE EXTINGUISHERS

DIVISION 11 - EQUIPMENT
11 6500 BATTING CAGE SHELL SYSTEM

DIVISION 13 – SPECIAL CONSTRUCTION
13 3419 METAL BUILDING SYSTEMS

DIVISION 32 – EARTHWORK

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.6 Addenda, if any:

Number	Date	Pages
Addendum 01	10.02.2026	6
Addendum 02	10.13.2026	101
Addendum 03	10.15.2026	47

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 09.25.2026
.2 "Division 0 Bidding Requirements and Contractor Forms" Documents contained within the Project Manual dated 09.25.2026
.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)*	**CONTRACTOR** *(Signature)*
BY: Dr. Gay Washington / School Board President	BY: Kyler McCommas / President
(Printed name and title)	*(Printed name and title)*

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