

 **AIA<sup>®</sup> Document A101<sup>®</sup> – 2017****Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Twelfth day of May in the year Two Thousand 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)*

A&K Construction, Inc  
2110 S. Broadway  
Edmond, Oklahoma 73013  
405.873.9868

for the following Project:

*(Name, location and detailed description)*

Stillwater Public Schools Richmond Elementary Security, Safety, and Finish Improvements  
Stillwater Public Schools Skyline Elementary Security, Safety, and Finish Improvements  
Stillwater, Oklahoma 74075

The Architect:

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

505 Architects LLC  
1631 South Delaware Avenue  
Tulsa, OK 74104  
918.605.5303

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.

## 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:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

May 12, 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:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: July 31, 2026

#### 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 Five Hundred and Thirty-Six Thousand Eight Hundred Dollars and Zero Cents (\$ 536,800.00 ), 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
Alternate 1: Gym Flooring	\$146,400.00
Alternate 2: RI Interior Painting	\$91,000.00
Alternate 3: RI Floor Finish	\$48,000.00
Alternate 4: Volleyball Equipment	\$18,000.00

#### § 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.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 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:

**§ 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:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%)

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

None

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

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

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:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

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:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

%

**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.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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.

**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:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

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:  
(Name, address, email address, and other information)

Rob Lamecker, Director of Facilities for SPS  
314 South Lewis Street  
Stillwater, Oklahoma 74074

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

Bill Boyd  
  
2110 S. Broadway  
Edmond, Oklahoma 73013  
405.873.9868

§ 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.

§ 8.7 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

Refer to Cover Sheet Dated 04.15.2026 for Sheet Index

.6 Specifications

DOCUMENT 00 0000 – TABLE OF CONTENTS

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
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 4119	SELECTIVE DEMOLITION
---------	----------------------

**DIVISION 6 – WOOD, PLASTICS AND COMPOSITES**

06 1000	ROUGH CARPENTRY
06 1600	SHEATHING

**DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

07 2100	THERMAL INSULATION
07 2726	FLUID-APPLIED MEMBRANE AIR BARRIERS
07 4213.13	FORMED METAL WALL PANELS
07 9200	JOINT SEALANTS
07 9219	ACOUSTICAL SEALANTS

**DIVISION 8 – THERMAL AND MOISTURE PROTECTION**

08 1113	HOLLOW METAL DOORS AND FRAMES
08 3113	ACCESS DOORS AND FRAMES
08 4113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
08 8700	DOOR HARDWARE
08 8800	GLAZING

**DIVISION 9 – FINISHES**

09 2216	NON-STRUCTURAL METAL FRAMING
---------	------------------------------

09 2900 GYPSUM BOARD  
09 5113 ACOUSTICAL PANEL CEILINGS  
09 6513 RESILIENT BASE AND ACCESSORIES  
09 6566 RESILIENT ATHLETIC FLOORING  
09 6813 TILE CARPETING  
09 9123 INTERIOR PAINTING

**DIVISION 11 - EQUIPMENT**

11 6623 WALL PADDING

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

28 1500 INTEGRATED ACCESS CONTROL HARDWARE DEVICES

END OF SECTION 00 0010

.7 Addenda, if any:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
Addendum 01	04/30/2026	57

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.

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



---

**CONTRACTOR** *(Signature)*

BY: Bill Boyd, President

---

*(Printed name and title)*

---

**OWNER** *(Signature)*

BY: Dr. Gay Washington, SPS Board President

---

*(Printed name and title)*

