



AIA® Document A101™ – 2007

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

AGREEMENT made as of the _____ day of _____ in the year 2018
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

The Board of Regents of the
Nevada System of Higher Education
on behalf of the University of Nevada, Las Vegas
4505 South Maryland Parkway
Las Vegas, Nevada 89154

and the Contractor:
(Name, address and other information)

Name: **Successful Bidder**
Address:
Contact Information:

for the following Project:
(Name, location and detailed description)
IFB 5313-FG UNLV Tonopah Central Plant Upgrade
PWP #

The Architect:
(Name, address and other information)

Name: *Sigma Mechanical Engineering Consultants*
Address: *187 E. Warm Springs Road, Suite A Las Vegas, NV 89119*
Contact Information: *(702) 315-4272*
FTIN:

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.

AIA Document A201™-2007, 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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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), the Solicitation, 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 the date of (Paragraphs deleted)*

the issuance of a Purchase Order and Notice to Proceed by the Owner. Unless otherwise specified, the purchase order constitutes the notice to proceed.

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ninety (90) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

N/A

Portion of Work

Substantial Completion Date

N/A

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Paragraph deleted)

Init.

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In the event Substantial Completion is not achieved by the date specified above except as result only of delays for which the Owner is chargeable under the Contract Documents (e.g., section 8.3 of AIA Document A201-2007, General Conditions of the Contract for Construction, as modified.) or from Unavoidable Delay, Contractor agrees that Owner shall have the right to deduct from any sums due to Contractor hereunder the sum of five thousand dollars (\$5,000.00) for each day that Substantial Completion is actually delayed, provided, however that (i) Owner may commence to make such deductions prior to the scheduled date of Substantial completion in the event Owner reasonably projects that the Project will not be completed on the scheduled date of Substantial Completion and (ii) Contractor shall pay to Owner in cash any amounts which Owner is entitled to deduct in the event the remaining amount of funds due hereunder is less than the amounts Owner has the right to deduct. Owner and Contractor agree and acknowledge that (i) Owner's actual damages for the failure of Substantial Completion would be substantial but extremely difficult to ascertain and (ii) such sum represents a fair and reasonable estimate of the costs Owner will incur as a result of such late achievement of Substantial Completion.

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 (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

§ 4.5 Contractor shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

§ 4.5 Contractor shall comply with all of the provisions of NRS §§338.020-338.090, inclusive.

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. All terms and conditions of payments shall comply with Article 9 of AIA Document A201-2007, General Conditions of the Contract for Construction, as modified.

§ 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 a complete and approved Application for Payment is received by the Owner not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the next month. If an Application for Payment is received by the Owner after the application date fixed above,

payment shall be made by the Owner not later than thirty (30) days after the Owner receives the complete and approved 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, unless objected to by the Architect, 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.0%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified; Retention shall comply with the applicable requirements of NRS Chapter 338.
- .2 Add 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), less retainage of five percent (5.0%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, as modified.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, as modified.

§ 5.1.8

(Paragraphs deleted)
[Intentionally Omitted.]

§ 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. Prior to receiving or accepting any payment, each Subcontractor must have a valid Nevada business license.

§ 5.1.10 Interest on outstanding amounts shall be payable only as required by Nevada Revised Statutes Chapter 338.

§ 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 Section 12.2.2 of AIA Document A201–2007, as modified, 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.

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- .3 Completion of all notices of retention release and notices/certificates of completion and related processes subsequent to final completion of the work.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the Owner's receipt of the Architect's final Certificate for Payment and completion of all items in 5.2.1.3:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as modified, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the

Architect.)N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, as modified, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007, as modified

Litigation in a court of competent jurisdiction

Other *(Specify)*

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 A201–2007, as modified.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as modified.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007, as modified, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract

(Paragraphs deleted)

and after 30 days after Owner's receipt of a complete and approved Certificate for Payment shall comply with Article 13 of AIA Document A201-2007, General Conditions of the Contract for Construction, as modified. Under no circumstances, however, shall Contractor be entitled to interest on retainage unless required by law.

§ 8.3 The Owner's representative:

(Name, address and other information)

§ 8.4 The Contractor's representatives:

(Name, address and other information)

Project Executive:

Superintendent:

Init.

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Project Manager:
Safety Director:

Liquidated damages in the sum of five thousand dollars (\$5,000) for changes to Contractor's Authorized Representatives.

§ 8.5 [Intentionally Omitted.]

§ 8.6 Other provisions:

§ 8.6.1 In accordance with NRS §338.020 (if applicable), attached hereto is a list of all classes of mechanics and workers setting forth the hourly and daily wage rates. The rate for each class shall not be less than the NSHE prevailing wage rate for such class.

§ 8.6.2 In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

§ 8.6.3 Each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

§ 8.6.4 PREFERENTIAL EMPLOYMENT. All contractors shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the Contractor, this contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders the contract void.

§ 8.6.5 PREFERENCE. If applicable, the provisions of the Affidavit Pertaining to Preference Eligibility executed by Contractor (the "Affidavit") are deemed incorporated into the Contract and any failure to comply with the provisions of the Affidavit entitles UNLV to a penalty in accordance with NRS 338.0117. The following provisions apply if Contractor received a preference:

§ 8.6.5.1 If a party to the contract causes the contractor, applicant or design build team to fail to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1 of NRS 338.0117, the party is liable to the Owner for a penalty in the amount of 1 percent of the cost of the largest contract to which he or she is a party;

§ 8.6.5.2 The right to recover the amount determined pursuant to §2.1.9.4.1 by Owner pursuant to subsection 5 of NRS 338.0117 may be enforced by Owner directly against the party that caused the failure to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1 of NRS 338.0117;

§ 8.6.5.3 No other party to the contract is liable to Owner for a penalty; and

§ 8.6.5.4 Contractor shall include this provision in all subcontracts and require it to be included in all lower tier subcontracts.

§ 8.6.6 Contractor and each Subcontractor must comply with the applicable requirements of Nevada Revised Statutes ("NRS") Chapter 338 and Nevada Administrative Code ("NAC") Chapter 338. To the extent a provision of this Contract is prohibited by NRS Chapter 338 or NAC Chapter 338, it is hereby deemed modified to the extent

necessary to comply with the provisions of NRS Chapter 338 or NAC Chapter 338, as applicable. To the extent a provision is required to be inserted into this Contract by NRS Chapter 338 or NAC Chapter 338, it is deemed inserted.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as modified.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified. Contractor represents that it has reviewed AIA Document A201-2007, General Conditions of the Contract for Construction, as modified, and agrees to the modifications to the base form.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Solicitation	IFB 5313-FG	2/20/18	36

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

M0.01	Mechanical Legend and Notes	1/30/18
M0.02	Mechanical Phasing Notes (Proposed)	1/30/18
<i>(Row deleted)</i>		
M0.03	Mechanical Specifications	1/30/18
M0.04	Mechanical Controls Notes-UNLV Standards and Requirements	1/30/18
M0.05	Mechanical Controls Specifications and Sequence of Operation "Part 1"	1/30/18
M0.06	Mechanical Controls Specifications and Sequence of Operation "Part 2"	1/30/18
M0.07	Mechanical Schedules	1/30/18

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
M1.01	Mechanical Demolition Plans	1/30/18
M2.01	Mechanical Floor Plans	1/30/18
M2.02	Mechanical Roof Plans	1/30/18
M3.01	Mechanical Flow Diagrams	1/30/18
M4.01	Mechanical Details	1/30/18
M4.02	Mechanical Details	1/30/18
A0.01	Notes, Abbreviations and	1/30/18

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	Specifications	
A1.01	Demolition and Floors	1/30/18
A1.02	Roof Demolition and Roof Plans	1/30/18
A1.03	Pipe Bracing Plan And Details	1/30/18
E0.01	Electrical Legend and Specifications	1/30/18
E0.02	One-Line Diagram and Schedules	1/30/18
E1.01	Electrical Plans and Details	1/30/18

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 UNLV Design, Construction and Sustainability Standards.
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
 IFB 5313-FG
 AIA Document A201–2007, General Conditions of the Contract for Construction, as modified.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as modified.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

(1) CONTRACTOR

DATE APPROVED: _____

(Signature)

(Printed name and title)

(2) OWNER –BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF
OF THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE RECOMMENDED: _____

(Signature)

David S. Frommer, AIA
Executive Director of Planning and Construction

(3) OWNER - BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE RECOMMENDED: _____

(Signature)

Jean M. Vock
Vice President, Finance & Business/CFO

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/

(4) OWNER –BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF NEVADA, LAS
VEGAS

DATE RECOMMENDED: _____

(Signature)
Len Jessup
President

APPROVED AS TO LEGAL FORM:
DATE:

BY: _____
(Signature)
Elda Luna Sidhu
General Counsel

(5) OWNER –
NEVADA SYSTEM OF HIGHER EDUCATION

DATE APPROVED: _____

(Signature)
Thom Reilly
Chancellor, Nevada System of Higher Education

