

SECTION 00500

AGREEMENT

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

END OF SECTION 00500

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 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 day of in the year 2024
(In words, indicate day, month and year.)

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

Rooms To Go Distribution Company, LLC
11540 Highway 92 East
Seffner, FL 33584

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

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

Rooms To Go Distribution Center Expansion, Phase II
901 Rooms To Go Way
Dunn, NC 28334

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

HagerSmith Design PA
300 South Dawson Street
Raleigh, NC 27601

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.

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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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 listed in the General Conditions 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:

(Paragraphs deleted)

§ 3.1.1 The Contractor shall not proceed with the Work until the Owner receives a Certificate of Insurance with coverage as agreed upon in the Contract Documents.

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

§ 3.3 Substantial Completion

§ 3.3.1 The Contractor shall achieve Substantial Completion of the entire

(Paragraphs deleted)

Work not later than NUMBER OF DAYS TBD) calendar days from the date of commencement of the

(Paragraphs deleted)

Work, subject to adjustments of this Contract Time as provided in the Contract Documents. § 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

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 and .00/100 dollars (\$), subject to additions and deductions as provided in the Contract Documents. There shall be no additions to the Contract Sum as a result of any price increase in Contractor's cost of labor, services or materials that occur after the Contract is signed by Contractor.

§ 4.2 Alternates and Clarifications

§ 4.2.1 Alternates and Clarifications, if any, which are described in the Contract Documents are hereby accepted and included in the Contract Sum by the Owner:

DIVISION	CLARIFICATIONS
	1.
	1.

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum: None.

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:

(Paragraphs deleted)

See AIA Document A201-2007, Section 9.8 Substantial Completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, 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 Twenty-Fifth (25th) day of the month.

§ 5.1.3 Provided that a fully completed Application for Payment, together with required supporting documents, is received by the Owner not later than the twenty-fifth (25th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the tenth (10th) day of the following 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 twenty (20) days after the Owner receives the fully completed Application for Payment together with required supporting documents.

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

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§ 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 Owner may require. This schedule of values, unless objected to by the Owner, 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 ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided Section 7.3.9 of AIA Document A201-2007, General Conditions of the Contract for Construction;
- .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, less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner;
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007;
- .5 Add, upon Substantial Completion of Work, a sum sufficient to increase the total payments to the ninety-five percent (95%) of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .6 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.

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1

(Paragraphs deleted)

Reduction or limitation of retainage, if any, shall be as follows: None.

(Paragraphs deleted)

§ 5.1.8 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.

(Paragraph deleted)

§ 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 A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been approved and issued by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor will be made within 30 days of Substantial Completion and receipt of the following:

- .1 fully executed lien documents from Contractor, subcontractors and suppliers;
- .2 two paper copy sets and two digital/electronic copy sets of as-built drawings, warranty and maintenance document manuals;
- .3 final unconditional Certificate of Occupancy;
- .4 all punch list work has been completed and accepted;

- .5 fully executed final change order(s); and
.6 all warranty work through date of acceptance of items 1-5 has been completed and accepted from Contractor, subcontractors and suppliers.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at

(Paragraphs deleted)

Chase Manhattan Prime Rate plus two percent (2%).

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

There shall not be an Initial Decision Maker, and all references in the Contract Documents to an Initial Decision Maker are hereby void.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2007, the method of binding dispute resolution shall

(Paragraphs deleted)

be litigation in a court of competent jurisdiction. OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY AND, INSTEAD, CHOOSE TO HAVE ANY SUCH DISPUTE RESOLVED BY A JUDGE.

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.

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS, INSURANCE AND BONDS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 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 representatives:

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

Harmon H. Jones

§ 8.3 The Contractor's representatives:

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

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201-2007, General Conditions of the Contract for Construction, as modified, including without limitation identified limits of liability.

Type of insurance or bond
Workman's Compensation

Limit of liability or bond amount (\$0.00)
Coverage complying with all the requirements of the State the project is located and shall include Employer's Liability

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User Notes:

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	Insurance at a limit of not less than \$10,000,000.
Comprehensive General Liability	\$3,000,000
Bodily Injury & Personal Injury	\$2,000,000
Motor Vehicle Liability	\$1,000,000
Property Damage	\$1,000,000

(Paragraph deleted)

§ 8.6

(Paragraphs deleted)

Other provisions:

(Paragraphs deleted)

§ 8.6.1 The Owner will contract directly with an independent testing agency for testing and inspections. The Contractor is responsible for coordinating tests and inspections as required in the specifications and for correcting any work identified as non-compliant with the Contract Documents. The Contractor shall be responsible for the additional costs of re-testing failures, re-scheduling inspections, tests and/or inspections beyond the required Scope of Work and/or the omission of any required test or inspection.

§ 8.6.2 Photographs of the following items shall be submitted with the Application for Payment for same; rigid perimeter insulation; stored insulation materials on job site and materials in-place; electrical ground rods and ground connections for building service and site lighting; stored copper rods and/or cable materials on job site and materials in-place; paint primer and finish paint products for exterior metal (e.g. canopy roofing, roof cap, and tube steel entrance truss framing); stored paint materials on job site and materials in-place. The Contractor shall, at the Contractor's expense, uncover in-place Work as necessary to confirm materials used. The Contractor is responsible for any costs associated with outside inspection and/or testing required to confirm concealed work. Payment to the Contractor will be withheld until these conditions are met.

§ 8.6.3 The Contractor is responsible for restoration of off-site areas disturbed in performance of the Work.

§ 8.6.4 The Owner will contract directly for items as clarified in the pre-bid conference notes.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor (as modified).

(Paragraph deleted)

- .2 AIA Document A201™-2007, General Conditions of the Contract for Construction (as modified).

- .3 Drawings: See Exhibit B.

- .4 Specifications: See Exhibit C.

- .5 Addenda, if any:

Number	Date	Pages
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(Paragraphs deleted)

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.

- .6 Other documents forming part of the Contract Documents

Document	Title	Date	Pages
Exhibit A	Schedule of Values		

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Exhibit B
Exhibit C

Exhibit D

List of Drawings
General Index for the
Specification Manual
Affidavits and Lien
Waiver Forms

(Paragraphs deleted)

.7 Other documents, if any, listed below:

(Paragraphs deleted)

None.

This Agreement entered into as of the day and year first written above. The undersigned company represents that the undersigned individual is duly authorized by the company to execute and deliver this instrument on behalf of the company and to bind the company in all matters addressed herein.

OWNER *(Signature)*

Harmon H. Jones, Sr. Vice President
(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Contractor's License Number

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