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**May 27, 2022**

**ADDENDUM 1**

TO: All Prospective Offerors

FROM: Scott Bachtell, Supervisor of Purchasing

REF: Bid #2022-05 Roof Replacement at Smithsburg High School

BID DUE DATE: **June 16, 2022** at 11:00 am EST

**CLARIFICATIONS**

- 1.1** REVISE substantial completion date from August 12, 2022 to August 18, 2023. See attached revised A101.
- 1.2** REVISE Final completion date from September 16, 2022 to September 15, 2023. See attached revised A101.
- 1.3** For bidding purposes bidders should use a construction start date of June 13, 2023.
- 1.4** Bidders who would like to walk the roof prior to bid opening should contact Rob Rollins at Rollirob@wcps.k12.md.us.

**ATTACHMENTS**

**REVISED A101-2017**



# 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    day of    in the year

BETWEEN the Owner:

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

Board of Education of Washington County  
10435 Downsville Pike  
Hagerstown, MD 21740

and the Contractor:

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

for the following Project:

Bid 2022-05  
Roof Replacement at Smithsburg High School  
66 N. Main Street  
Smithsburg, MD 21783

The Architect:

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

Kibart a Bowman Company  
901 Dulaney Valley Road, Suite 301  
Towson, MD 21204

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.

Init.

## 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

### 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.)*

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.

Init.

By the following date: August 18, 2023

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work Description	Date
-----------------------------	------

§ 3.3.3 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.

§ 3.4 Final Completion

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final 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.

By the following date: September 15, 2023

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 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

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

§ 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.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

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

§ 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)
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§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

Liquidation damages in the amount of Five Hundred Dollars [\$500.00] per calendar day to apply and shall be assessed against the contractor for delay to Substantial Completion and Final 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 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, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 1<sup>st</sup> day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15<sup>th</sup> 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 forty-five ( 45 ) 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 General Conditions of the Contract for Construction as modified by Washington County Public Schools.
- .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

Init.

Article 9 of AIA Document A201–2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools.; 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.)*

**§ 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.)*

**§ 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.)*

**§ 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 General Conditions of the Contract for Construction as modified by Washington County Public Schools.

**§ 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 General Conditions of the Contract for Construction as modified by Washington County Public Schools, 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**

*(Paragraphs deleted)*

**– Paragraph deleted in its entirety.**

**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 General Conditions of the Contract for Construction as modified by Washington County Public Schools, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(Paragraphs deleted)*

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## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools, 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 General Conditions of the Contract for Construction as modified by Washington County Public Schools.
- 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 General Conditions of the Contract for Construction as modified by Washington County Public Schools.

### § 7.1.1

*(Paragraphs deleted)*

**Deleted paragraph.**

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools.

## 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 modified by Washington County Public Schools and included in the Contract Documents.

§ 8.2 The Owner's representative:  
*(Name, address, email address, and other information)*

Robert H. Rollins, Director – Facilities Planning & Development  
Washington County Public Schools  
10435 Downsville Pike  
Hagerstown, MD 21740

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

§ 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

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Stipulated Sum, Article 11 of AIA Document A201 General Conditions of the Contract for Construction, as modified by Washington County Public Schools, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A201 General Conditions of the Contract for Construction as modified by Washington County Public Schools – and elsewhere in the Contract Documents.

§ 8.5.3 Certificate of Insurance: Prior to proceeding with the work, the contractor agrees to provide a Certificate of Insurance with the application coverage as listed in the Specifications:

List Certificate Holder and Additional Insured as:

Board of Education of Washington County  
10435 Downsville Pike  
Hagerstown, MD 21740

List the Project as:

Bid: 2022-05  
Project Name: Roof Replacement at Smithsburg High School

§ 8.6

*(Paragraphs deleted)*

Paragraph deleted

§ 8.7 Other provisions:

**Liquidated Damages**

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. WCPS and the Contractor acknowledge and agree that WCPS will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages WCPS might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by WCPS that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to WCPS at the rates set forth below. The Contractor expressly agrees that WCPS may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss WCPS is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$ 52.00 per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$ 52.00 per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Init.

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Notwithstanding the use of liquidated damages, WCPS reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

**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 A201™–2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

General Conditions of the Contract for Construction as modified by Washington County Public Schools.

- .3 Exhibit A – Specifications Bid #2022-05 Dated 5/17/2022 – 399 pages
- .4 Exhibit B – Drawings Bid #2022-05 Dated 5/17/2022 – 7 pages
- .5

*(Paragraphs deleted)*

Exhibit C – Addenda if issued to be listed

- .6 Exhibit D –

*(Table deleted)*

*(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.

This Agreement is entered into as of the day and year first written above. The fully executed original document will be retained by the Owner, with the Contract and Architect each receiving an electronic copy.

*(Row deleted)*

\_\_\_\_\_  
**OWNER** *(Signature)*

Dr. Boyd J. Michael, III Superintendent  
Board of Education Washington County

\_\_\_\_\_  
*(Printed name and title)*

*(Paragraphs deleted)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:21:52 ET on 05/27/2022.

## PAGE 1

~~(In words, indicate day, month and year.)~~

...

Board of Education of Washington County  
10435 Downsville Pike  
Hagerstown, MD 21740

...

~~(Name, location and detailed description)~~  
Bid 2022-05  
Roof Replacement at Smithsburg High School  
66 N. Main Street  
Smithsburg, MD 21783

...

Kibart a Bowman Company  
901 Dulaney Valley Road, Suite 301  
Towson, MD 21204

## PAGE 2

### ~~EXHIBIT A – INSURANCE AND BONDS~~

...

A date set forth in a notice to proceed issued by the Owner.

## PAGE 3

By the following date: August 18, 2023

...

**Portion of Work Description**

**Substantial Completion Date**

...

### § 3.4 Final Completion

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User Notes:

(1399743537)

**§ 3.4.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final 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.

By the following date: September 15, 2023

**§ 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.

**PAGE 4**

Liquidation damages in the amount of Five Hundred Dollars [\$500.00] per calendar day to apply and shall be assessed against the contractor for delay to Substantial Completion and Final Completion.

...

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

...

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 1<sup>st</sup> day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15<sup>th</sup> 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 forty-five ( 45 ) days after the Architect receives the Application for Payment.

...

- .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~~; A201-2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools.

...

- .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~~; A201-2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools.; and

**PAGE 5**

Five Percent (5%)

...

**§ 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~~; A201-2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools.

...

- .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~~, A201-2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools,

...

**§ 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.)*

~~—% — Paragraph deleted in its entirety.~~

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201-2017~~, A201-2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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.)*

**PAGE 6**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document ~~A201-2017~~, A201-2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools, the method of binding dispute resolution shall be as follows:

- ...
- Arbitration pursuant to Section 15.4 of AIA Document ~~A201-2017~~ General Conditions of the Contract for Construction as modified by Washington County Public Schools.
- Litigation in a court of competent jurisdiction
- ...

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201-2017~~, A201-2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools.

**§ 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.)*

**Deleted paragraph.**

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2017~~, A201-2017 General Conditions of the Contract for Construction as modified by Washington County Public Schools.

...

§ 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 modified by Washington County Public Schools and included in the Contract Documents.

...

Robert H. Rollins, Director – Facilities Planning & Development  
Washington County Public Schools  
10435 Downsville Pike  
Hagerstown, MD 21740

...

§ 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, Article 11 of AIA Document A201 General Conditions of the Contract for Construction, as modified by Washington County Public Schools, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, Article 11 of AIA Document A201 General Conditions of the Contract for Construction as modified by Washington County Public Schools – and elsewhere in the Contract Documents.

§ 8.5.3 Certificate of Insurance: Prior to proceeding with the work, the contractor agrees to provide a Certificate of Insurance with the application coverage as listed in the Specifications:

List Certificate Holder and Additional Insured as:  
Board of Education of Washington County  
10435 Downsville Pike  
Hagerstown, MD 21740

List the Project as:  
Bid: 2022-05  
Project Name: Roof Replacement at Smithsburg High School

§ 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, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Paragraph deleted  
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### Liquidated Damages

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. WCPS and the Contractor acknowledge and agree that WCPS will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages WCPS might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by WCPS that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to WCPS at the rates set forth below. The Contractor expressly agrees that WCPS may withhold payment on

any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss WCPS is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$ 52.00 per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$ 52.00 per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, WCPS reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

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- ~~.2~~ AIA Document A101™ 2017, Exhibit A, Insurance and Bonds
- ~~.3~~ AIA Document A201™ 2017, General Conditions of the Contract for Construction
- ~~.4~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.) General Conditions of the Contract for Construction as modified by Washington County Public Schools.
- ~~.3~~ Exhibit A – Specifications Bid #2022-05 Dated 5/17/2022 – 399 pages
- ~~.4~~ Exhibit B – Drawings Bid #2022-05 Dated 5/17/2022 – 7 pages
- ~~.5~~ Drawings

Number	Title	Date	
<u>Exhibit C – Addenda if issued to be listed</u>			
<del>.6</del>	<del>Specifications</del> <u>Exhibit D –</u>		
Section	Title	Date	Pages
<del>.7</del>	<del>Addenda, if any:</del>		
Number	Date	Pages	

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.

- ~~.8~~ Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

This Agreement is entered into as of the day and year first written above. The fully executed original document will be retained by the Owner, with the Contract and Architect each receiving an electronic copy.

The Sustainability Plan:

Title	Date	Pages
...		

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Dr. Boyd J. Michael, III Superintendent  
Board of Education Washington County  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<b>.9</b>	Other documents, if any, listed below: <i>(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)</i>		

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:21:52 ET on 05/27/2022 under Order No. 3104236540 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*