AIA® Document A221™ – 2018

Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number Two made as of the 11th h day of October in the year 2022
(In words, indicate day, month, and year.)

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

Hamilton County School District
5683 US Highway 129 South, Suite 1
Jasper, Florida 32052
Telephone Number: (386) 792-7818

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

Allstate Construction, Inc.
5718 Tower Road
Tallahassee, Florida 32303
Telephone Number: (850)514-1004

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

Hamilton County School District
Hamilton HS Gutter Replacement

5683 US Highway 129 South, Suite 1
Jasper, Florida 32052

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

Clemons, Rutherford & Associates, Inc.
2027 Thomasville Road
Tallahassee, Florida 32308
Telephone Number: (850)385-6153

THE CONTRACT
This Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Contractor dated the 23rd day of March in the year 2021
(In words, indicate day, month, and year.)

form the Contract.

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.

This document provides the Contractor's scope of Work, and related information, and is intended to be used with AIA Document A121™– 2018, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.

APPROVED BY HAMILTON SCHOOL BOARD
ON 10/11/22
Lee Wetherington-Zamora
SUPERINTENDENT

Init. /

AIA Document A221™ – 2018. Copyright © 2014 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)

TABLE OF ARTICLES

1 THE WORK OF THIS WORK ORDER

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENTS

5 INSURANCE AND BONDS

6 PARTY REPRESENTATIVES

7 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute the Work described in the Contract Documents enumerated in Article 7 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Work Order.

[X] A date set forth in a notice to proceed issued by the Owner to be proceeded by receipt of all applicable permits and material secured.

[ ] 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 Work Order.

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

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

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

[X] By the following date: to be established in the Owner's Notice-to-Proceed document.

§ 2.3.2 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	Substantial Completion Date

AIA Document A221™ – 2018. Copyright © 2014 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)

§ **2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.6.

ARTICLE 3 CONTRACT SUM

§ **3.1** 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 one of the following:
(Check the appropriate box.)

[ ] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[X] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

[ ] Other, in accordance with Section 3.5 below

(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price

§ **3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ **3.4.1.1** The following costs are subject to the Owner's prior approval:

General Conditions, Insurance Bonds, Offsite Personnel Costs.

§ **3.4.2** The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

Refer to the Guaranteed Maximum Price (GMP) Exhibit A

§ 3.4.3 Guaranteed Maximum Price

§ **3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed Five hundred twenty thousand two hundred thirty-four dollars and zero cents ($ 520,234.00), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price.
(Insert specific provisions if the Contractor is to participate in any savings.)

All savings to be returned to the Owner.

§ **3.4.3.2** The Guaranteed Maximum Price is based on 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 Work Order, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #1 – Aluminum gutters and downspouts in lieu of steel.

§ **3.4.3.3** Unit Prices, if any:

AIA Document A221™ – 2018. Copyright © 2014 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)

(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ **3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See Section 2 – Clarifications and Section – Detailed Estimate within the GMP Exhibit A.	

§ **3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

Refer to the Guaranteed Maximum Price (GMP) Exhibit A for detailed cost breakdowns, assumptions and clarifications, and other information.

§ **3.4.3.6** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ **3.4.3.7** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Other
§ **3.5.1** The Contract Sum shall be determined in accordance with the following:
(Insert a description of how the Contract Sum will be determined.)

Cost of work plus insurance and bonds, plus Contractor's overhead and profit.

§ **3.6** Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages at Substantial Completion shall be $250.00 per day.
Liquidated damages at Final Completion shall be $150.00 per day.

ARTICLE 4 PAYMENTS

§ **4.1** Payments shall be in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all payment terms that differ from those set forth in the Master Agreement, such as period covered by each Application for Payment or date upon which each Application for Payment is due.)

§ **4.2** Retainage will be withheld in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all retainage terms that differ from those set forth in the Master Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)

ARTICLE 5 INSURANCE AND BONDS

§ **5.1** Insurance shall be in accordance with Article 15 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

AIA Document A221™ – 2018. Copyright © 2014 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)

§ **5.2** In addition to insurance requirements in the Master Agreement, the Contractor shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Contractor, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

(Paragraphs deleted)
§ **5.6** The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100%
Performance Bond	100%

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Work Order.

ARTICLE 6 PARTY REPRESENTATIVES

§ **6.1** The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

April Perez
5683 US Highway 129 South, Suite 1
Jasper, Florida 32052
Telephone Number: (386) 792-7935

Email Address: **april.perez@hamiltonfl.com**

§ **6.2** The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Scott Brewer
Allstate Construction Inc.
5718 Tower Road
Tallahassee, FL 32303
Telephone Number: (850) 514-1004
Email Address: sbrewer@allstateconstruction.com

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

§ **7.1** The Contract Documents are defined in Section 5.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ **7.1.1** This Work Order

§ **7.1.2** The Master Agreement

§ **7.1.3** The Supplementary and other Conditions of the Contract:

AIA Document A221™ – 2018. Copyright © 2014 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)

Document	Title	Date	Pages

§ **7.1.4** The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

Referenced Section 5 – List of Documents in the GMP, Exhibit A..

Section	Title	Date	Pages

§ **7.1.5** The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Work Order.)

Referenced Section 5 – List of Documents in the GMP, Exhibit A..

Number	Title	Date

§ **7.1.6** The Addenda, if any:

Number	Date	Pages
Referenced Section 5 – List of Documents in the GMP, Exhibit A.		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ **7.1.7** Additional documents, if any, forming part of the Contract Documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
April Perez , Director of Business Services	ANDREW WELLMAN , OPS MANAGER
(Printed name and title)	*(Printed name and title)*

AIA Document A221™ – 2018. Copyright © 2014 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)

Additions and Deletions Report for
AIA® Document A221™ – 2018

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 09:53:15 ET on 10/06/2022.

PAGE 1

WORK ORDER number Two made as of the 11th h day of October in the year 2022

...

Hamilton County School District
5683 US Highway 129 South, Suite 1
Jasper, Florida 32052
Telephone Number: (386) 792-7818

...

Allstate Construction, Inc.
5718 Tower Road
Tallahassee, Florida 32303
Telephone Number: (850)514-1004

...

Hamilton County School District
Hamilton HS Gutter Replacement
5683 US Highway 129 South, Suite 1
Jasper, Florida 32052

...

Clemons, Rutherford & Associates, Inc.
2027 Thomasville Road
Tallahassee, Florida 32308
Telephone Number: (850)385-6153

...

This Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Contractor dated the 23rd day of March in the year 2021

PAGE 2

[X] A date set forth in a notice to proceed issued by the ~~Owner.~~Owner to be proceeded by receipt of all applicable permits and material secured.

...

[X] By the following date: to be established in the Owner's Notice-to-Proceed document.

Additions and Deletions Report for AIA Document A221™ – 2018. Copyright © 2014 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)

[X] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

...

~~§ 3.2 Stipulated Sum~~
~~§ 3.2.1 The Stipulated Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.~~

~~§ 3.2.2 The Stipulated 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 Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)*~~

~~§ 3.2.3 Unit prices, if any:~~
~~*(Identify the item and state the unit price and any applicable quantity limitations.)*~~

~~Item~~	~~Units and Limitations~~	~~Price per Unit ($0.00)~~

~~§ 3.2.4 Allowances, if any, included in the Stipulated Sum:~~
~~*(Identify each allowance.)*~~

~~Item~~	~~Price~~

~~§ 3.3 Cost of the Work plus Contractor's Fee~~
~~§ 3.3.1 The Cost of the Work is as defined in AIA Document A121™–2018 Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.3.1.1 The following costs are subject to the Owner's prior approval:~~

~~§ 3.3.2 The Contractor's Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)*~~

...

General Conditions, Insurance Bonds, Offsite Personnel Costs.

...

Refer to the Guaranteed Maximum Price (GMP) Exhibit A

...

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed Five hundred twenty thousand two hundred thirty-four dollars and zero cents ($ 520,234.00), subject to additions and

Additions and Deletions Report for AIA Document A221™ – 2018. Copyright © 2014 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)

deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. ~~Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.~~

...

All savings to be returned to the Owner.

...

Alternate #1 – Aluminum gutters and downspouts in lieu of steel.

PAGE 4

See Section 2 – Clarifications and Section
– Detailed Estimate within the GMP
Exhibit A.

...

Refer to the Guaranteed Maximum Price (GMP) Exhibit A for detailed cost breakdowns, assumptions and clarifications, and other information.

...

Cost of work plus insurance and bonds, plus Contractor's overhead and profit.

...

Liquidated damages at Substantial Completion shall be $250.00 per day.
Liquidated damages at Final Completion shall be $150.00 per day.

PAGE 5

~~§ 5.3 Pursuant to section 15.1.7 of the Master Agreement, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~§ 5.4 Pursuant to section 15.1.8 of the Master Agreement, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~§ 5.5 Pursuant to section 15.1.9 of the Master Agreement, the Contractor shall procure a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

Payment Bond	100%
Performance Bond	100%

...

April Perez
5683 US Highway 129 South, Suite 1
Jasper, Florida 32052
Telephone Number: (386) 792-7935

Additions and Deletions Report for AIA Document A221™ – 2018. Copyright © 2014 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)

...

Email Address: **april.perez@hamiltonfl.com**

...

Scott Brewer
Allstate Construction Inc.
5718 Tower Road
Tallahassee, FL 32303
Telephone Number: (850) 514-1004
Email Address: sbrewer@allstateconstruction.com
PAGE 6

Referenced Section 5 – List of Documents in the GMP, Exhibit A..

...

Referenced Section 5 – List of Documents in the GMP, Exhibit A..

...

Referenced Section 5 – List of Documents
in the GMP, Exhibit A.

...

April Perez , Director of Business Services

Scott Brewer, President

Additions and Deletions Report for AIA Document A221™ – 2018. Copyright © 2014 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Scott Brewer, 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 09:53:15 ET on 10/06/2022 under Order No. 2114370879 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A221™ – 2018, Work Order for use with Master Agreement Between Owner and Contractor, 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)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:53:15 ET on 10/06/2022 under Order No.2114370879 which expires on 10/05/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1414231641)