# AIA® Document A221™ – 2018

## *Work Order* for use with Master Agreement Between Owner and Contractor

**WORK ORDER** number A-1 made as of the _____ (_____) day of SEPTEMBER in the year TWO THOUSAND TWENTY-SIX (2026)

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

Rochelle Independent School District, a political subdivision and independent school district in the State of Texas
5902 Lafayette Avenue
Rochelle, Texas 76872
Phone: (325) 243-5224

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

**DRAFT FOR RFP**

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

Rochelle ISD – Bus Barn & Maintenance and Operations Projects
Work Order No. A-_ Rochelle Middle School – _____
**[TEMPLATE ONLY FOR EXHIBIT B TO AIA A121 – NOT FOR EXECUTION]**

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

Not applicable.

**THE CONTRACT**
This Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Contractor dated the _____ (_____) day of SEPTEMBER in the year TWO THOUSAND TWENTY-SIX (2026) form the Contract.

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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.

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**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.)*

**[TEMPLATE ONLY FOR EXHIBIT B TO AIA A121 – NOT FOR EXECUTION]**

[ ] The date of this Work Order.

[ ] 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 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.)*

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

[ ] By the following date:

**§ 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 |
|---|---|
| Not Applicable. | |

**§ 2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if


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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.)*

**[TEMPLATE ONLY FOR EXHIBIT B TO AIA A121 – NOT FOR EXECUTION]**

[ ] 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

[ ] 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.)*

**§ 3.2 Stipulated Sum**

**§ 3.2.1** The Stipulated Sum shall be **[TEMPLATE ONLY FOR EXHIBIT B TO AIA A121 – NOT FOR EXECUTION]**_____ DOLLARS AND _____/100 CENTS ($_____), 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.)*

**[TEMPLATE ONLY FOR EXHIBIT B TO AIA A121 – NOT FOR EXECUTION]**

**§ 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 |
|---|---|
| N/A | $ |

**§ 3.3** [Intentionally Deleted]

**§ 3.4** [Intentionally Deleted]

**§ 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.)*

Not Applicable.

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

Not Applicable.

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**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.)*

Not Applicable.

**§ 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.)*

Not Applicable.

**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.)*

Not Applicable.

**§ 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 |
|---|---|
| Not Applicable. | |

**§ 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.

Not Applicable.

**§ 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.

Not Applicable.

**§ 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.

Not Applicable.

**§ 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 | Not Applicable |
| Performance Bond | Not Applicable |

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.

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## 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.)*

Dr. Matthew Fields, Superintendent of School
Rochelle Independent School District, a political subdivision and independent school district in the State of Texas
5902 Lafayette Avenue
Rochelle, Texas 76872
Phone: (325) 243-5224
Email: mfields@rochelleisd.net

**§ 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.)*

[Name, Title]
[Company]
[Address]
[City, State, Zip ]
Email:

## 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:

| Document | Title | Date | Pages |
|---|---|---|---|
| N/A | | | |

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

**[TEMPLATE ONLY FOR EXHIBIT B TO AIA A121 – NOT FOR EXECUTION]**

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

**[TEMPLATE ONLY FOR EXHIBIT B TO AIA A121 – NOT FOR EXECUTION]**

**§ 7.1.6** The Addenda, if any:

N/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.)*

**Electronic Signatures for Agreement.** The Parties agree that this Agreement may be executed by electronic means, including electronic signature, and that such execution shall have the same force and effect as a handwritten signature for all purposes under Texas law. Pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code § 322.001 et seq.), each Party consents to the use of electronic records and signatures in connection with this transaction. Delivery of a signed counterpart of this Agreement by email in PDF format or by use of an electronic

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signature platform (e.g., DocuSign, Adobe Sign, Nitro) shall be effective as delivery of a manually executed counterpart and shall have the same legal effect as original signatures.

For purposes of this Agreement, the following are authorized to sign:

| | |
|---|---|
| FOR OWNER: | FOR CONTRACTOR: |
| Name: Dr. Matthew Fields | Name:_____ |
| Title: Superintendent | Title:_____ |
| Email: mfields@rochelleisd,net | Email:_____ |

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

| | |
|---|---|
| **ROCHELLE INDPENDENT SCHOOL DISTRICT** | **[CONTRACTOR]** |
| **[EXHIBIT A ONLY – DO NOT SIGN]** | **[EXHIBIT A ONLY – DO NOT SIGN]** |
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| *(Printed name and title)* | *(Printed name and title)* |

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