

# Notice of Award

Dated \_\_\_\_\_

|   |                         |                       |
|---|-------------------------|-----------------------|
| Project:  | Owner:                  | Owner's Contract No.: |
| Contract:   | Engineer's Project No.: |                       |
| Bidder:   |                         |                       |
| Bidder's Address: (send Certified Mail, Return Receipt Requested) |                         |                       |
|   |                         |                       |
|   |                         |                       |
|   |                         |                       |

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

*(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)*

\_\_\_\_\_ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.  
\_\_\_\_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [\_\_\_\_\_] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you two fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

Copy to Engineer

# Notice to Proceed

Dated \_\_\_\_\_

|   |        |                         |
|---|--------|-------------------------|
| Project:  | Owner: | Owner's Contract No.:   |
| Contract:   |        | Engineer's Project No.: |
| Contractor:   |        |                         |
| Contractor's Address: [send Certified Mail, Return Receipt Requested] |        |                         |
|   |        |                         |
|   |        |                         |
|   |        |                         |

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_ [(or) the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner  
Given by: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

Copy to Engineer

# Contractor's Application For Payment No. \_\_\_\_\_

|                       |                           |                         |
|-----------------------|---------------------------|-------------------------|
|                       | Application Period:       | Application Date:       |
| To (Owner):           | From (Contractor):        | Via (Engineer)          |
| Project:              | Contract:                 |                         |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: |

## APPLICATION FOR PAYMENT

### Change Order Summary

| Approved Change Orders                 |           |            |
|--|-----------|------------|
| Number                                 | Additions | Deductions |
|  |           |            |
|  |           |            |
|  |           |            |
|  |           |            |
|  |           |            |
|  |           |            |
|  |           |            |
|  |           |            |
|  |           |            |
| <b>TOTALS</b>                          |           |            |
| <b>NET CHANGE BY<br/>CHANGE ORDERS</b> |           |            |

|   |    |  |
|---|----|--|
| 1. ORIGINAL CONTRACT PRICE .....  | \$ |  |
| 2. Net change by Change Orders .....  | \$ |  |
| 3. CURRENT CONTRACT PRICE (Line 1 ± 2).....   | \$ |  |
| 4. TOTAL COMPLETED AND STORED TO DATE<br>(Column F on Progress Estimate) .....              | \$ |  |
| 5. RETAINAGE:   |    |  |
| a. _____ % x \$ _____ Work Completed .....  | \$ |  |
| b. _____ % x \$ _____ Stored Material .....   | \$ |  |
| c. Total Retainage (Line 5a + Line 5b) .....  | \$ |  |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....  | \$ |  |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) .....                             | \$ |  |
| 8. AMOUNT DUE THIS APPLICATION .....  | \$ |  |
| 9. BALANCE TO FINISH, PLUS RETAINAGE<br>(Column G on Progress Estimate + Line 5 above)..... | \$ |  |

## CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

|           |             |
|-----------|-------------|
| By: _____ | Date: _____ |
|-----------|-------------|

|                    |                                |  |
|--------------------|--------------------------------|--|
| Payment of:        | \$ _____                       | (Line 8 or other - attach explanation of other amount) |
| is recommended by: | _____                          | _____  |
|                    | (Engineer)                     | (Date)   |
| Payment of:        | \$ _____                       | (Line 8 or other - attach explanation of other amount) |
| is approved by:    | _____                          | _____  |
|                    | (Owner)                        | (Date)   |
| Approved by:       | _____                          | _____  |
|                    | Funding Agency (if applicable) | (Date)   |



# Progress Estimate

# Contractor's Application

|                     |                     |
|---------------------|---------------------|
| For (contract):     | Application Number: |
| Application Period: | Application Date:   |

| A            |             | B            | C          | D         | E                            | F     | G                                     |  |             |                           |
|--------------|-------------|--------------|------------|-----------|------------------------------|-------|---------------------------------------|--|-------------|---------------------------|
| Bid Item No. | Description | Bid Quantity | Unit Price | Bid Value | Estimated Quantity Installed | Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (E) / (B) | Balance to Finish (B - F) |
|              |             |              |            |           |                              |       |                                       |  |             |                           |
| Totals       |             |              |            |           |                              |       |                                       |  |             |                           |

# Stored Material Summary

# Contractor's Application

| For (contract):     |                              |                       |                   |             | Application Number: |          |                      |             |   |
|---------------------|------------------------------|-----------------------|-------------------|-------------|---------------------|----------|----------------------|-------------|---|
| Application Period: |                              |                       |                   |             | Application Date:   |          |                      |             |   |
| A                   | B                            | C                     | D                 |             | E                   |          | F                    |             | G   |
| Invoice No.         | Shop Drawing Transmittal No. | Materials Description | Stored Previously |             | Stored this Month   |          | Incorporated in Work |             | Materials Remaining in Storage (\$) (D + E - F) |
|                     |                              |                       | Date (Month/Year) | Amount (\$) | Amount (\$)         | Subtotal | Date (Month/Year)    | Amount (\$) |   |
|                     |                              |                       |                   |             |                     |          |                      |             |   |
|                     |                              |                       |                   |             |                     |          |                      |             |   |
|                     |                              | Totals                |                   |             |                     |          |                      |             |   |

# Change Order No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

|             |                         |                       |
|-------------|-------------------------|-----------------------|
| Project:    | Owner:                  | Owner's Contract No.: |
| Contract:   | Date of Contract:       |                       |
| Contractor: | Engineer's Project No.: |                       |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attachments: (List documents supporting change): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

| CHANGE IN CONTRACT PRICE:   | CHANGE IN CONTRACT TIMES:   |
|---|---|
| <p>Original Contract Price:<br/><br/>\$ _____</p> <p>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:<br/><br/>\$ _____</p> <p>Contract Price prior to this Change Order:<br/><br/>\$ _____</p> <p>[Increase] [Decrease] of this Change Order:<br/><br/>\$ _____</p> <p>Contract Price incorporating this Change Order:<br/><br/>\$ _____</p> | <p>Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days<br/>           Substantial completion (days or date): _____<br/>           Ready for final payment (days or date): _____</p> <p>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:<br/>           Substantial completion (days): _____<br/>           Ready for final payment (days): _____</p> <p>Contract Times prior to this Change Order:<br/>           Substantial completion (days or date): _____<br/>           Ready for final payment (days or date): _____</p> <p>[Increase] [Decrease] of this Change Order:<br/>           Substantial completion (days or date): _____<br/>           Ready for final payment (days or date): _____</p> <p>Contract Times with all approved Change Orders:<br/>           Substantial completion (days or date): _____<br/>           Ready for final payment (days or date): _____</p> |

|   |  |   |
|---|--|---|
| <p><b>RECOMMENDED:</b></p> <p>By: _____<br/> <small>Engineer (Authorized Signature)</small></p> <p>Date: _____</p> <p>Approved by Funding Agency (if applicable): _____</p> | <p><b>ACCEPTED:</b></p> <p>By: _____<br/> <small>Owner (Authorized Signature)</small></p> <p>Date: _____</p> | <p><b>ACCEPTED:</b></p> <p>By: _____<br/> <small>Contractor (Authorized Signature)</small></p> <p>Date: _____</p> |
|---|--|---|

# Change Order Instructions

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## A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

## B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



# Certificate of Substantial Completion

|             |                         |                       |
|-------------|-------------------------|-----------------------|
| Project:    | Owner:                  | Owner's Contract No.: |
| Contract:   | Date of Contract:       |                       |
| Contractor: | Engineer's Project No.: |                       |

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

- All Work under the Contract Documents:
  The following specified portions:

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Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- Amended Responsibilities
  Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

|                        |      |
|------------------------|------|
| Executed by Engineer   | Date |
| Accepted by Contractor | Date |
| Accepted by Owner      | Date |