IDAHO WATER RESOURCE BOARD

INTENT TO AWARD CONSTRUCTION CONTRACT

DATE

COMPANY NAME
CONTRACTOR'S NAME
CONTRACTOR'S ADDRESS

RE: (ITB NUMBER, TITLE OF ITB, FOR THE AGENCY CLOSED MONTH DAY, YEAR)

DEAR CONTRACTOR'S NAME,

You are the apparent low cost responsive bidder for the above referenced bid. This is to advise you of our intent to award you a contract for "Project No. _____, Name of Project", in accordance with your bid dated _____. The amount of your contract is $_____, based upon your base bid (or base bid plus/minus Alternative Nos._____.)

A copy of the bid opening checklist is attached for your records.

This serves as notice under Idaho Code § 67-9232(3) that the State intends to award a contract to Company Name.

Note: This is a letter of Intent to Award only. Do not take any action until you receive a signed contract and a Notice to Proceed from the IWRB.

For additional information, the IWRB contact person is First and Last Name at 208-332-#### or XXXX@agency.idaho.gov

Sincerely,

IWRB Representative Name

DRAFT

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 Fax: (208) 287-6700 Website: idwr.idaho.gov/IWRB/

IDAHO WATER RESOURCE BOARD

CHANGE ORDER TO FIXED PRICE CONSTRUCTION CONTRACT

CONTRACTOR NAME:
PROJECT NAME:
PROJECT LOCATION:
CHANGE ORDER #:
DATE:

Change Order Request Justification:

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Change Order Request Line Items:

#	Description	Type	Quantity	Units	Unit Cost	Sub Total
1						
2						
3						
4						

Total Change Order Amount:

Original Contract Amount:
Prior Change Order Adjustments (Net):
Total Contract Amount Prior to this Change Order:
Net increase/decrease in Contract Amount this Change Order:
Revised Contract Amount:

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Schedule Changes
The time provided for completion in the contract is (unchanged)(increased)(decreased) by _____ calendar days. The revised date of Substantial Completion therefore is _____. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Note: This Change Order constitutes a complete and final resolution of all claims of the contractor for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Without limiting the applicability of other sections, this Change Order is subject to subparagraphs 16.2 of the Fixed Price Construction Contract. No Contract Change Order will be binding upon the State of Idaho or the Idaho Water Resource Board until signed by the authorized representative of the Idaho Water Resource Board.

Recommended, accepted, and approved by

Contractor Signature:_____Date_____

Owner's Construction Manager Signature: _____Date_____

Owner's Representative Signature: _____Date_____

IWRB Project Manager Signature:_____Date_____

IWRB Staff Signature: _____Date_____

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IDAHO WATER RESOURCE BOARD

CONSTRUCTION CHANGE DIRECTIVE TO FIXED PRICE CONSTRUCTION CONTRACT

Contractor Name:
Contractor Address:
Project Name:
Change Directive #:
Date:

The Contractor is directed to make the following change(s):

Proposed Adjustments

1. CCD adjustment shall be based on:

☐ Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, examples include item quotes, man hours, number of laborers, equipment cost breakdown, or timing.
Lump Sum (increase/decrease) of $_____

☐ Unit prices stated in the Contract Documents or subsequently agreed upon. A change in unit price will only be considered if the needed quantity is greater than 25% of the quantity outlined in the in the Contract Documents. Unit price changes that are different from the ones stated in the bid schedule will require substantiating data to support the change in unit price.

☐ Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

☐ As provided in Article 16, Subparagraph 16.3.7 of the Fixed Price Construction Contract (Force Account).

2. The Contract Time is proposed to be adjusted/remain unchanged. The proposed adjustment, if any, is an increase/decrease* of _____ days (*circle as appropriate).

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Construction Change Directive Line Items

#	Description	Type	Quantity	Units	Unit Cost	Overhead	Sub Total
1							
2							
3							
4							

Total Construction Change Directive Amount:

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Schedule Changes

The time provided for completion in the contract is (unchanged)(increased)(decreased) by _____ calendar days. The revised date of Substantial Completion therefore is _____. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Note: When signed by the Owner and Owner's Representative (Design Engineer) and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with change(s) described above. The proposed adjustments will be added to a future Change Order, when finalized. No payment will be made until such Change Order is executed. This Construction Change Directive is subject to Section 16.3 of the Fixed Price Construction Contract.

Recommended, accepted, and approved by

Contractor Signature:_____Date_____

Construction Manager Signature: _____Date_____

Owner's Representative Signature: _____Date_____

IWRB Project Manager Signature:_____Date_____

IWRB Staff Signature: _____Date_____

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IDAHO WATER RESOURCE BOARD

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
CONTRACT DATE:
CONTRACT AMOUNT:
OWNER'S REPRESENTATIVE/ENGINEER:

DATE OF CERTIFICATE ISSUANCE:

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as _____ which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner's Representative/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected is appended hereto. 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 Contractor will complete or correct the Work on the list of items appended hereto within 30 days from the above Date of Substantial Completion.

_____

CONTRACTOR DATE

_____

OWNER'S REPRESENATIVE/ENGINEER DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof on _____.

_____

OWNER DATE

DESCRIPTION OF WORK NEEDING TO BE COMPLETED:
1.

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