

# CHANGE ORDER NO. [Enter # 1, 2, 3, etc.]

NAME OF CONTRACTOR: [Insert Company Name] ("Contractor")

CONTRACT NAME & PROJECT NUMBER: [Insert Name of Original Contract & Project #, if applicable]

ORIGINAL CONTRACT DATE: [Insert Date Original Contract was Signed]

This Change Order amends the above-referenced contract; all other provisions of the contract that are not inconsistent with this Change Order shall remain in effect. For valuable consideration and by mutual consent of the parties, the project contract is modified as follows:

**1.** Section I of the Agreement, entitled "Description of Work," is hereby modified to add additional work or revise existing work as follows:

In addition to work required under the original Agreement and any prior Amendments, Contractor shall provide all labor, materials, and equipment necessary to:

[Insert detailed description of additional materials, services, etc., that are needed which necessitate this change order - Be as detailed as possible. You may also refer to an attached exhibit, but clearly identify the exhibit by title and date]

**2.** The contract amount and time for performance provisions of Section II "Time of Completion," and Section III, "Compensation," are hereby modified as follows:

Original Contract Sum, <i>(including applicable alternates and WSST)</i>	\$
Net Change by Previous Change Orders <i>(incl. applicable WSST)</i>	\$
Current Contract Amount <i>(incl. Previous Change Orders)</i>	\$
Current Change Order	\$
Applicable WSST Tax on this Change Order	\$
Revised Contract Sum	\$

Original Time for Completion (insert date)	
Revised Time for Completion under prior Change Orders (insert date)	
Days Required (±) for this Change Order	calendar days
Revised Time for Completion (insert date)	

In accordance with Sections 1-04.4 and 1-04.5 of the \_\_\_\_ and WSDOT Standard Specifications, and Section VII of the Agreement, the Contractor accepts all requirements of this Change Order by signing below. Also, pursuant to the above-referenced contract, Contractor agrees to waive any protest it may have regarding this Change Order and acknowledges and accepts that this Change Order constitutes final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Change Order, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits. This Change Order, unless otherwise provided, does not relieve the Contractor from strict compliance with the guarantee and warranty provisions of the original contract, particularly those pertaining to substantial completion date.

All acts consistent with the authority of the Agreement, previous Change Orders (if any), and this Change Order, prior to the effective date of this Change Order, are hereby ratified and affirmed, and the terms of the Agreement, previous Change Orders (if any), and this Change Order shall be deemed to have applied.

The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this contract modification, which is binding on the parties of this contract.

**3.** The Contractor will adjust the amount of its performance bond (if any) for this project to be consistent with the revised contract sum shown in section 2, above.

**IN WITNESS, the parties below have executed this Agreement, which will become effective on the last date written below.**

<b>CONTRACTOR:</b>	<b>CITY OF ____:</b>
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____

Its \_\_\_\_\_  
*(Title)*  
DATE: \_\_\_\_\_

Its \_\_\_\_\_  
*(Title)*  
DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

*(applicable if change order requires mayor's signature)*

\_\_\_\_\_  
\_\_\_\_ Law Department