

CHANGE ORDER FORM

This Change Order ("Change Order") is entered into on this _____ day of _____, 20_____, by and between:

I. PARTIES TO THE CHANGE ORDER

The Owner/Client: _____

Address: _____

Phone: _____ Email: _____

AND

The Contractor/Subcontractor: _____

Address: _____

Phone: _____ Email: _____

(Hereinafter collectively referred to as the "Parties" and individually as a "Party").

II. RECITALS

WHEREAS, the Parties previously entered into a written agreement for the performance of certain work, identified as the "Original Contract," dated the _____ day of _____, 20_____, concerning the project known as:

Project Name: _____

Project Number (if applicable): _____

Project Location: _____

WHEREAS, the Parties now desire to modify certain terms, scope, timeline, or cost of the Original Contract as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

III. CHANGE ORDER DETAILS

1. **Change Order Number:** This Change Order is designated as Change Order No.

_____.

2. **Description of Change:** The Original Contract is hereby modified as follows. This change specifically impacts the following aspects of the project (e.g., scope of work, materials, specifications, methods, etc.):

3. **Reason for Change:** The reason(s) necessitating this Change Order are:

4. Impact on Contract Price:

- a. Original Contract Price: \$ _____
- b. Change in Contract Price (Increase/Decrease): \$ _____
(Increase Decrease No Change)
- c. New Contract Price (Original Contract Price +/- Change in Contract Price): \$ _____

5. Impact on Contract Time:

- a. Original Contract Completion Date: _____ day of _____, 20 _____
- b. Change in Contract Time (Extension/Reduction in Days): _____ days
(Extension Reduction No Change)
- c. New Contract Completion Date (Original Completion Date +/- Change in Time): _____ day of _____, 20 _____

6. Other Impacts (if any):

IV. TERMS AND CONDITIONS

1. **Incorporation:** This Change Order shall be deemed an integral part of the Original Contract, and all terms and conditions of the Original Contract not expressly modified herein shall remain in full force and effect.
2. **Governing Law:** This Change Order shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.
3. **Entire Agreement:** This Change Order, together with the Original Contract, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.
4. **Severability:** If any provision of this Change Order is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Change Order, and the remaining provisions shall remain in full force and effect.
5. **Waiver:** No waiver of any provision of this Change Order shall be effective unless made in writing and signed by the Party against whom the waiver is sought to be enforced. The failure of either Party to enforce any provision of this Change Order shall not be construed as a waiver of such provision or of the right to enforce it at a later time.
6. **Headings:** The headings used in this Change Order are for convenience only and shall not affect the interpretation or construction of any provision hereof.
7. **Counterparts:** This Change Order may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. **Successors and Assigns:** This Change Order shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
9. **Amendment:** Any amendment or modification to this Change Order must be in writing and signed by both Parties.
10. **Notices:** All notices, requests, demands, and other communications required or permitted under this Change Order shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or by recognized overnight courier service, to

the addresses set forth in Section I of this Change Order, or to such other address as a Party may designate by written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Change Order as of the date first written above.

OWNER/CLIENT:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

CONTRACTOR/SUBCONTRACTOR:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

*

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____ day of _____, 20 _____

(SEAL)

*

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____ day of _____, 20_____

(SEAL)