

FINAL CLOSEOUT CHANGE ORDER**Page 1 of 3**

Project Title			Project No.	Change Order No. [Start with 001]	File No. [Doc control file#]	Page 1 of 3
Work Order Number	Contract Number	Bid Item No. (if applicable)	Subject Final Closeout Change Order			
Contractor			Plan Reference [List all plan sheets and/or details that are affected by the change]			
<input type="checkbox"/> Changed/Unforeseen Conditions <input type="checkbox"/> Errors and Omissions <input type="checkbox"/> Change in Scope		Schedule Activity (if applicable)	Specification Reference [List all relevant specification sections that are affected by the change]			

INSTRUCTIONS**1. Reason for Change:**

[NTS: Suggested language, as applicable: “This change order documents the terms for closing out the project including (settlement of all outstanding issues, claims, request for equitable adjustment, final time extension, liquidated damages for late contract completion), compensates the Contractor for extra work associated with (item*) and credits the City for unused Bid Item Allowances.”

***Include a clear, concise description of why the change is necessary. This may include references to constructability issues, missing or conflicting information in the contract documents, or discovery of unforeseen debris that must be removed. If the change is elective, it should be clear who made the request.]**

2. Description of Change:

[NTS: The scope of the change should be clearly defined, including references to changed design details and/or specifications. The description should include measurements, if applicable, such as length and size of added conduit, area of added pavement, or weight of debris removed. All components of the change should also be referenced, including necessary rework and cost of labor, materials, and equipment necessary to complete the change.]

3. Change in Contract Amount:

[NTS: For a lump-sum Change Order, use:

“Extra Work – Agreed Price

Add \$ x,xxx,xx”

For a deduct Change Order, use:

“Deduct Work – Agreed Price

Deduct \$ x,xxx.xx”

For a unit-price Change Order, use:

“Extra Work – Stipulated Price

Add \$ x,xxx.xx”]

4. Change in Contract Duration:

[NTS: If the change does not impact the completion (or milestone dates, if applicable), use:

“There is no change to the contract time (or milestone dates).”

If the change affects the completion (or milestone dates, if applicable), use:

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“The contract duration is hereby extended by XX compensable (or noncompensable) calendar (or working) days.”

If a Time Impact Analysis was performed, include the following section:

“The CPM activity number for this change order is CO No. XX”

“The activity description for this change is CO No. XX – Subject”

“The duration for this activity is XX calendar (or working) days”

“The predecessor activity is ID No. XXX (FS) and the successor activity is ID No. XXX (FS)”

[NTS: The Cost and Schedule Control Summary must be completed for every change order. If multiple change orders are being processed at the same time, input the data in each change order summary sequentially, incorporating the impact of the previous change order as you complete the subsequent form.]

Note: For Working Day contracts, change “Calendar” to “Working” in the table.]

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Cost and Schedule Control Summary

Original Contract Amount	\$	Original Contract Duration		Calendar Days
Previous C.O.'s Add/(Deduct)	\$	Previous C.O.'s Add/(Deduct)		Calendar Days
This C.O. Add/(Deduct)	\$	This C.O. Add/(Deduct)		Calendar Days
Revised Contract Amount	\$	Revised Contract Duration		Calendar Days
<input type="checkbox"/> B&A <input type="checkbox"/> Emergency Contract		Revised Contract Completion Date		

The amount set forth in this Change Order comprises the total compensation due the CONTRACTOR, all Subcontractors, and all Suppliers, for the work under this contract and any work performed under any change order to this contract, including impact on unchanged work. By signing the Change Order, the CONTRACTOR acknowledges and agrees on behalf of himself, all Subcontractors, and all Suppliers, that the stipulated amount is the full and final payment for all work performed under this contract and any change order to this contract, plus all payment for any interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the contract including any change, and that the charge under the Change Order constitutes the total equitable adjustment owed the CONTRACTOR, all Subcontractors, and all Suppliers under this contract and any change order to this contract. The CONTRACTOR on behalf of himself, all Subcontractors, and all Suppliers, agrees to waive all rights without exception or reservation of any kind whatsoever to file any further claim related to this Contract and any change order to this contract. No further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

The Contractor further agrees to indemnify and hold the City and its agents harmless from any further claims, requests for equitable adjustment, or damages raised by Subcontractors or Suppliers at any tier, as a result of the work under this Contract.

The Contractor, on behalf of himself, all Subcontractors, and all Suppliers, expressly waives the benefits of the provisions of Section 1542 of the Civil Code, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

SUBMITTED BY: _____ CONSTRUCTION MANAGER DATE: _____

APPROVED BY: _____ CONTRACTOR DATE: _____

APPROVED BY: _____ [SENIOR OR PRINCIPAL ENGINEER] DATE: _____

[NTS: At the discretion of the Program Manager, additional signature lines may be added for a Project Manager, Senior Construction Manager, and/or a Client Representative.]