



CITY OF PALM DESERT

CONTRACT CHANGE ORDER

Contract No / P.O. #:		
Change Order No.:		
Contingency:	YES	NO
Account No.:		
Project No.:		
Vendor No.:		

Contract Purpose: _____
 Contractor Name: _____

Contractor shall construct, furnish all supervision, labor, services, equipment, and materials, and perform all work necessary or required to fully complete the changes to the Contract described in this Change Order for the amount agreed upon between the Contractor and the City of Palm Desert ("City").

Description of Changes	Decrease In Contract Price	Increase In Contract Price
Totals:		
Net Change in Contract Price:		

Justification: _____

Original Contract Amount:	+	
Contingency:	+	
Total Budget Amount:		
Less: Expend. / Encumb. To Date:	-	
Less: This Change Order Amount:	-	
Remaining for Project:		

Contingency:	+	
Less: Prior Change Order(s):	-	
Less: This Change Order:	-	
Remaining of Contingency:		

_____ dollars and ___/100 (_____)

Revised Contract Total: _____

Contract No. _____ Contract Change Order No. ____

Contract Time Extension: _____

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the City from all claims, demands, costs, and liabilities, in contract, law or equity, arising out of or related to the subject of the Change Order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages. The adjustments to the Contract Price and Contract Time in this Change Order constitute the entire compensation and/or adjustment thereto due to Contractor, including but not limited to all direct, indirect, consequential, profit, labor, equipment, tools, idle time, incidentals, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the work covered by this Change Order. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the work under the Contract. This Change Order will become a supplement to the Contract and all provisions will apply hereto.

1. REQUESTED BY: _____
Department Director

2. ACCEPTED BY: _____
Contractor

3. CERTIFIED FUNDS AVAILABLE _____
Finance Director

4. APPROVED BY: _____
City Manager

NOTE: No payments will be made prior to City Manager or Council approval

QC: _____