

CONSTRUCTION CHANGE ORDER

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This Change Order (this "Change Order"), Change Order No. [NUMBER], is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CONTRACTOR ADDRESS] ("Contractor"); and

[OWNER LEGAL NAME], [an individual / a STATE ENTITY TYPE] with an address at [OWNER ADDRESS] ("Owner").

Contractor and Owner are each a "Party" and together the "Parties."

Recitals. The Parties entered into a construction contract dated [ORIGINAL CONTRACT DATE] for work at [PROJECT ADDRESS] (the "Original Contract"). The Parties now wish to modify the scope, price, and/or schedule of the work under the Original Contract. This Change Order documents that modification. In consideration of the mutual promises below, the Parties agree as follows.

1. Incorporation and Definitions

1.1 Incorporation. This Change Order is part of, and incorporated into, the Original Contract. All capitalized terms not defined here have the meanings given in the Original Contract.

1.2 The Work. "Work" means the work described in the Original Contract, as modified by this and any prior change orders.

1.3 Controlling terms. Except as expressly modified by this Change Order, all terms of the Original Contract remain in full force and continue to govern the Work, including its terms on payment, warranty, insurance, indemnity, and dispute resolution.

2. Description of the Change

2.1 Change requested by. This change was requested by [OWNER / CONTRACTOR / ARCHITECT / OTHER] on [DATE].

2.2 Scope of the change. The Work is modified as follows: [DESCRIBE IN PLAIN, SPECIFIC TERMS WHAT IS BEING ADDED, REMOVED, OR ALTERED — e.g. "Add a 200 sq. ft. covered patio with concrete slab and two structural posts per revised drawing A-3 dated [DATE]" or "Delete the original tile flooring in the kitchen and substitute luxury vinyl plank as specified in Exhibit 1."]

2.3 Reason for the change. The reason for this change is [e.g. an Owner-requested upgrade / a concealed condition discovered during work / a code requirement / a design revision].

2.4 Supporting documents. The following documents are attached and form part of this Change Order: [LIST DRAWINGS, SPECIFICATIONS, SKETCHES, OR EXHIBITS, OR "None"].

3. Adjustment to the Contract Price

3.1 **Price change.** The Contract Price is adjusted by this Change Order as follows:

Item	Amount
Original Contract Price	[\$ORIGINAL PRICE]
Net change by prior change orders	[\$AMOUNT or \$0]
Contract Price before this Change Order	[\$AMOUNT]
Amount of this Change Order (add / deduct)	[+ or – \$AMOUNT]
New Contract Price	[\$NEW PRICE]

3.2 **Basis of pricing.** The amount of this Change Order was determined on a [FIXED LUMP SUM / UNIT PRICE / COST-PLUS / TIME-AND-MATERIALS] basis, with supporting detail at [EXHIBIT or "on file"].

3.3 **Complete compensation.** The amount stated in Section 3.1 is full and complete compensation for the change described in Section 2, including all labor, materials, equipment, overhead, profit, and impact on unchanged Work, unless this Change Order expressly reserves a further claim.

3.4 **Payment.** The adjusted amount is payable under the payment terms of the Original Contract, [or on the following terms: PAYMENT TERMS].

4. Adjustment to the Schedule

4.1 **Time change.** The Contract Time is adjusted by this Change Order as follows: [INCREASED / DECREASED / UNCHANGED] by [NUMBER] calendar days.

4.2 **Revised completion date.** The revised substantial completion date is [NEW DATE], or, if no specific date is stated, the original completion date extended by the days in Section 4.1.

4.3 **No other time impact.** Except as stated in this Section, this change has no effect on the Contract Time, and the Parties waive any further time extension claim arising from this change unless expressly reserved.

5. Effect on the Work and Releases

5.1 **Authorization to proceed.** Contractor is authorized to perform the changed Work described in Section 2. Contractor will perform it with the same standard of care, warranty, and code compliance that applies to the original Work.

5.2 **Accord on this change.** The adjustments in Sections 3 and 4 represent the Parties' full agreement on the cost and time impact of this change. Neither Party will make a further claim arising out of this change, except for claims expressly reserved in writing in Section 7.

5.3 **No waiver of other rights.** This Change Order does not waive any right, claim, or defense relating to Work or events outside the scope of this change.

6. Lien and Insurance Continuity

6.1 **Lien waivers.** Payment for the changed Work will be supported by conditional and final lien waivers consistent with the Original Contract and applicable law.

6.2 **Insurance.** Contractor confirms that its insurance required under the Original Contract remains in force and applies to the changed Work, and will provide updated certificates on request if the change materially affects coverage.

7. Reserved Claims

7.1 **Reservations.** The following claims, if any, are expressly reserved and are not resolved by this Change Order: **[DESCRIBE ANY RESERVED CLAIMS, e.g. cumulative delay impact, or write "None — this Change Order fully resolves the cost and time impact of the described change."].**

8. General Provisions

8.1 **Authority.** Each person signing represents that they are authorized to sign this Change Order on behalf of the Party for whom they sign.

8.2 **Governing law and venue.** This Change Order is governed by the same governing law and venue as the Original Contract, namely the laws of the State of **[STATE]** and the courts located in **[COUNTY, STATE]**.

8.3 **Entire agreement on the change.** This Change Order is the entire agreement of the Parties on the change it describes and supersedes prior discussions about that change. It may be amended only by a writing signed by both Parties.

8.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.5 **Counterparts and electronic signature.** This Change Order may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Change Order as of the Effective Date.

CONTRACTOR	OWNER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____

[OPTIONAL — ARCHITECT / DESIGN PROFESSIONAL ACKNOWLEDGMENT]

ARCHITECT / ENGINEER
Signature: _____

Printed name: **[NAME]**

Title: **[TITLE]**

Date: _____

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