

# CHANGE ORDER

## For Lease-Leaseback Contract

Owner: Chicago Park Elementary School District  
Contract: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_

**IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER.**

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (attach pages, if necessary):

\_\_\_\_\_  
\_\_\_\_\_

TOTAL ADJUSTMENT TO TOTAL SUBLEASE AMOUNT BY THIS CHANGE ORDER:  
\$ \_\_\_\_\_

TOTAL ADJUSTMENT TO TIME FOR COMPLETION OF WORK BY THIS CHANGE ORDER: \_\_ calendar days

### SUMMARY OF ADJUSTMENTS TO TOTAL SUBLEASE AMOUNT (OTHER THAN ALLOWANCES OR CONTINGENCY):

Original Total Sublease Amount less any Allowances or Contingency:	
\$ _____	
Prior Board-Approved Change Orders:	+
\$ _____	
This Change Order (Subject to Board Approval):	+
\$ _____	
Adjusted Total Sublease Amount less any Allowances or Contingency:	=
\$ _____	

*(For payments from an allowances or a contingency, use the Approval of Allowance Expenditure or Approval of Contingency Expenditure forms.)*

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION OF WORK:

Original time for completion of work:	_____	Calendar Days
Prior change order adjustments to time:	_____	Calendar Days
This change order's adjustment to time:	_____	Calendar Days
Adjusted time for completion of work:	_____	Calendar Days

**The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the approval of Owner's governing body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph, and such backup material shall be interpreted as though such language does not exist.**

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

On behalf of Owner:

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approval by Architect:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date