

Appendix E – Change Order Form, Contract, and Final Release

Sample: Contract Change Order Form #---

Contract Name: Upper Kachess River and Twin Lakes Road Restoration Project

Change Order Number:

Date Change Order Requested:

Date Change Order Prepared:

This Charge Order Requested by:

Description of Additional Work:

Original Contract Price: \$
Previous Change Order Additions: \$
Previous Change Order Reductions: \$
Current Change Order Addition: \$
TOTAL NEW CONTRACT PRICE: \$

All other provisions of the contract remain in full force and effect. Work may begin immediately.

This change order accepted by:

PROJECT SPONSOR

CONTRACTOR

Name

Date

Name

Date

SAMPLE CONTRACT (*not final contract for this project*)

Contract Project Title: Upper Kachess River and Twin Lakes Road Restoration Project

Parties of the Agreement:

This agreement is made on _____ by and between:
Contractor

Herein referred to as “CONTRACTOR” and:

Conservation Northwest
3600 15th Ave W #101
Seattle WA 98119

Herein referred to as “PROJECT SPONSOR”.

This contract shall be binding upon all persons acting by or through the above mentioned parties.

Terms of the Agreement

- All work shall be carried out in accordance with the specifications provided in this contract’s appendices reflecting the work description in the bidder’s package and appendices.
- All work will be subject to a final inspection and approval by staff from Conservation Northwest prior to payment.
- CONTRACTOR must provide contractor’s license number and proof of insurance as specified in the bidder package prior to start of work.
- CONTRACTOR is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations.
- CONTRACTOR shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of the PROJECT SPONSOR and in strict compliance with the terms, provisions, and conditions of this Agreement.
- The CONTRACTOR shall complete all work according to the timeline specified in the bidder package. An invoice for all work completed by October 31, 2009 shall be sent by November 15, 2009.
- This AGREEMENT gives no rights or benefits to anyone other than CONTRACTOR and the PROJECT SPONSOR and has no third party beneficiaries.

Indemnity, Disputes, and Jurisdiction

- CONTRACTOR and the PROJECT SPONSOR mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorney’s fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this AGREEMENT, to the extent that each

party is responsible for such damages, liabilities and costs on a comparative basis of fault.

- The law of the Washington state shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall also be in Washington.
- In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.
- If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, unenforceability will not affect any other provisions of this AGREEMENT.

Compensation and Payment

CONTRACTOR agrees to accomplish all work outlined in the work description in the bidder package, specifications appendix to this contract, and appendices. Conservation Northwest will reimburse CONTRACTOR for materials, equipment time, mobilization, and unit prices per the rates listed on the bid form.

The following prices are hereby agreed upon:

<<To be filled in following bid form submittals>>

The above prices shall be utilized for all work conducted under this contract. As specified in the bidder package, CONTRACTOR shall provide all materials for all tasks, except signs and woody debris. Unless specified, the unit price includes full compensation for the cost of labor, materials, equipment, overhead, profit, and any additional costs associated with the unit bid. Conservation Northwest shall reimburse CONTRACTOR for hourly tasks and materials up to amounts specified above. The grand total of all tasks, materials, and work under this contract shall not exceed \$X. It is also understood by all parties that adjustments to lower the cost may occur as a result of less work needed or completed than estimated. This contract may also be extended, amended, or expanded at the mutual agreement of both parties. Increases in total contract amount will be made in writing and signed by both parties.

Compensation will be made according to the payment specifications in the bidders package. All invoices shall be submitted to Conservation Northwest at the address on this agreement.

Signatures:

Date
Contractor

Date
Conservation Northwest

SAMPLE RELEASE FORM

Be it known:

That _____
of _____, here after
called CONTRACTOR, hereby acknowledges receipt of payment by
_____ of
_____, here after called PROJECT
MANAGER, of the total sum of
_____ (\$_____) under the contrat between the
CONTRACTOR and the PROJECT MANAGER dated _____.

CONTRACTOR hereby declares completion of all work specified in the contract, and associated bidder package and appendices, including work description.

CONTRACTOR acknowledges that upon receipt of this release and after the final project inspection, the final payment by the PROJECT MANAGER will fully satisfy all amounts due and owing to the CONTRACTOR, and any amendments, changes, or additions thereto and for all extra work in connection with said contract.

In consideration of said payment and other good and valuable consideration, CONTRACTOR hereby releases and forever discharges the PROJECT MANAGER, his officers, agents, servants, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind and character whatsoever, in law or equity, arising from this Agreement, which CONTRACTOR may have or assert against the PROJECT MANAGER, his officer, agents, servants, and employees.

In further consideration of said payment and other good and valuable consideration, CONTRACTOR hereby undertakes and agrees to indemnify and hold harmless the PROJECT MANAGER, his officers, agents, servants, and employees, of and from any and all claims, demands actions, and causes of actions for damages to property or injury to persons, debts, liens, obligations, and liabilities of every kind and character whatsoever, in law and equity, which any person or persons, corporation, partnership, or association may have or assert against the PROJECT MANAGER, his officers, agents, servants, and employees, arising out of, resulting from, or in connection with the performance of said work by CONTRACTOR, or any act or omission by CONTRACTOR in the performance of the aforesaid Agreement.

Contractor License # Date