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Proposed CHANGE ORDER form

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| Bakersfield City School District  1501 Feliz Drive  Bakersfield, CA 93307 |  | **PCO NO.:** |
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| **Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Bid No.:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **RFI #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **DSA File No.: \_\_\_\_\_\_\_\_\_\_**  **DSA Appl. No.:\_\_\_\_\_\_\_\_\_** |

Contractor hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor’s PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

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|  | **WORK PERFORMED OTHER THAN BY CONTRACTOR** | **ADD** | **DEDUCT** |
|  | **Material** (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax) |  |  |
|  | **Add Labor** (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.) |  |  |
|  | **Add Equipment** (attach suppliers’ invoice) |  |  |
|  | **Subtotal** |  |  |
|  | **Add overhead and profit for any and all tiers of Subcontractor**, the total not to exceed ten percent (10%) of Item (d) |  |  |
|  | **Subtotal** |  |  |
|  | **Add General Conditions** (if Time is Compensable) (attach supporting documentation) |  |  |
|  | **Subtotal** |  |  |
|  | **Add Overhead and Profit for Contractor**, not to exceed five percent (5%) of Item (h) |  |  |
|  | **Subtotal** |  |  |
|  | **Add Bond and Insurance**, not to exceed two percent (2%) of Item (j) |  |  |
|  | **TOTAL** |  |  |
|  |  |  |  |
|  | **Time** (zero unless indicated; “TBD” not permitted) | **\_\_\_\_ Calendar Days** | |

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|  | **WORK PERFORMED BY CONTRACTOR** | **ADD** | **DEDUCT** |
|  | **Material** (attach itemized quantity and unit cost plus sales tax) |  |  |
|  | **Add Labor** (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.) |  |  |
|  | **Add Equipment** (attach suppliers’ invoice) |  |  |
|  | **Add General Conditions** (if Time is Compensable) (attach supporting documentation) |  |  |
|  | **Subtotal** |  |  |
|  | **Add Overhead and Profit for Contractor**, not to exceed fifteen percent (15%) of Item (e) |  |  |
|  | **Subtotal** |  |  |
|  | **Add Bond and Insurance**, not to exceed two percent (2%) of Item (g) |  |  |
|  | **TOTAL** |  |  |
|  |  |  | |
|  | **Time** (zero unless indicated; “TBD” not permitted) | **\_\_\_\_ Calendar Days** | |

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor’s costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

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|  | **SUBMITTED BY:**  Contractor:    [Name] Date |

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