



CONSENSUSDOCS 796
SUBCONTRACT INTERIM DIRECTED CHANGE
(CONSTRUCTION CHANGE DIRECTIVE)

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

Contractor:

Owner:

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Subcontractor: _____

Project: _____

Subcontract Date: _____

Subcontract Interim Directed Change Order No.: _____

This Subcontract Interim Directed Change is issued this _____ day of _____, by Contractor, to Subcontractor, for the following change(s) within the scope of the Subcontract Work:

The Contractor and Subcontractor shall negotiate expeditiously and in good faith appropriate adjustments, as applicable, to the Subcontract Amount and/or the Subcontract Time, arising out of this Subcontract Interim Directed Change, according to the terms of the Subcontract Agreement.

The Contractor hereby directs the Subcontractor to proceed with the changed Subcontract Work at once. When the Contractor and the Subcontractor agree upon the adjustment in the Subcontract Amount Price and/or the Subcontract Time for a change in the Subcontract Work directed by a Subcontract Interim Directed Change, such agreement shall be confirmed by issuance of a Subcontract Change Order.

As the changes in the Subcontract Work that are the subject of this Subcontract Interim Directed Change are performed, the Subcontractor shall submit the amounts of its costs for such changes beginning with its next application for payment. If there is a dispute as to the cost to the Contractor, the Contractor shall pay the Subcontractor fifty percent (50%) of its estimated cost to perform the changed Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the dispute resolution requirements of the Subcontract Agreement.

Issued for Contractor by _____ (Name),
_____ (Title), on
_____ (Date).

Received for Subcontractor by _____ (Name),
_____ (Title), on
_____ (Date).