

Exhibit B

Form of Construction Services Amendment

NEBRASKA DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR
(CM/GC)**

Construction Services Amendment

FOR THE

SADDLE CREEK BRIDGE PROJECT

Project Number: NH-6-7(187)

Control Number: 22761

ISSUED:

June 27, 2025 – DRAFT

August 6, 2025 - FINAL

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Attachments:

Attachment 1 – GMP Workbook

Attachment 2 – Schedule

Attachment 3 – Subcontracting Plan

Attachment 4 – Schedule of Values

Attachment 5 – Risk Register

Attachment 6 – Special Provisions (If Any)

Attachment 7 – Design Documents

Attachment 8 – Other NDOT/FHWA Requirements (Most up to Date FHWA-Form
1273/Davis-Bacon Wage Rates, other NDOT/FHWA Requirements)

Attachment 9 – Contract Bond

CONSTRUCTION SERVICES AMENDMENT

This Construction Services Amendment (**Amendment**) is intended to govern all Construction Service activities indicated in the Attachments.

NEBRASKA DEPARTMENT OF TRANSPORTATION

[Contractor Name]

PROJECT NO. NH-6-7(187)

CONTROL NO. 22761

Project Location – Omaha

SECTION 1. CONSTRUCTION SERVICES AMENDMENT GUARANTEED MAXIMUM PRICE

The Construction Services Amendment Guaranteed Maximum Price (**GMP**) for the Construction Services Amendment is **XXX**.

SECTION 2. NOTICE TO PROCEED

The Department will issue a Notice to Proceed (NTP) to the Contractor upon completion of all the required Attachments in the Construction Services Amendment. The NTP shall specify the date on which the Contractor is authorized to commence Construction Services on the Project. The Contractor agrees that this date will serve as the official start date of the Contract time, and all contractual obligations, including Substantial Completion and Final Acceptance, shall be calculated from this date.

In the event the Department delays the issuance of the NTP, the Contractor shall not be entitled to a Relief Event for such delay. However, the Contract time may be adjusted to reflect the period of delay, provided the Contractor submits a written request for an extension within 30 days of the delayed NTP issuance.

SECTION 3. CONSTRUCTION SERVICES AMENDMENT GMP ADJUSTMENTS

The Construction Services Amendment GMP may only be adjusted pursuant to a Change Order, agreed upon by both Parties.

SECTION 4. CONSTRUCTION SERVICES AMENDMENT COMPLETION DEADLINE

4.1 Identified Construction Services Amendment Completion Deadline

The Contractor shall complete the Construction Services by the date shown on the Contractor's Schedule (Attachment 2).

4.2 Failure to Complete on Time and Liquidated Damages

Liquidated Damages for the failure to complete the Construction Services are identified in the Specification Section 108.10 (Liquidated Damages).

SECTION 5. CONSTRUCTION SERVICES AMENDMENT COMPENSATION

5.1 Nature of the Construction Services Amendment Compensation

At the sole discretion of the Department, the Construction Services Amendment GMP may be a lump sum that is paid for progressed Work by reference to an Approved Schedule of Values, or other process.

5.2 Progress, Payment, and Invoicing

5.2.1 Request for Monthly Progress Payment

The Contractor shall submit a Request for Monthly Progress Payment in a form Approved by the Department containing the amount claimed to be payable for Construction Services based upon the agreed percent complete by reference to the approved Schedule of Values by the fifth day of the month for the preceding month. Additionally, the Request for Monthly Progress Payment shall include all requests for Department Risk Contingency in accordance with the CM/GC Master Contract Section 2.3.2 (*Authorization for Payment of Department Risk Contingency*).

The Parties shall meet to review the Request for Monthly Progress Payment to resolve any outstanding issues regarding activities for which payment is sought. The Contractor shall submit a revised Request for Monthly Progress Payment to address any outstanding issues identified by the Department.

The Department will pay the amount ultimately agreed under each Request for Monthly Progress Payment within thirty days of the Approved Request for Monthly Progress Payment.

5.2.2 Documents Required to be Provided with the Request for Monthly Progress Payment

All documents reasonably requested by the Department shall be submitted with each Request for Monthly Progress Payment application. No Request for Monthly Progress Payment will be processed without all such documents including:

1. Material certifications for the materials incorporated into the Work for the preceding month;
2. A conditional waiver of right to make claims against the Contract Bond from each Subcontractor;
3. A statement that all certified payrolls have been submitted to the Department in accordance with the Contract;
4. A progress report; and
5. A monthly update to the Construction Schedule.

SECTION 6. PAYMENT AND PERFORMANCE SECURITY

The Contractor shall provide a Contract Bond on a form provided by the Department. The penal sum of the Contract Bond shall be the Construction Services Amendment GMP. The Contract Bond shall guarantee payment and performance for all Construction Services. As and when the Construction Services Amendment GMP is amended, the obligation under this Section 6 (*Payment and Performance Security*) is to ensure the penal sum is amended to match the Construction Services Amendment GMP.

The Contractor shall maintain the payment and performance obligations of the Contract Bond in full force until achieving Final Acceptance. The Contract Bond shall be conditioned upon reimbursement to the Department for any overpayment made on the Contract. The Contract Bond shall list the Department as an obligee and shall be provided by a qualified Surety. To be acceptable to the Department, the Surety must have a minimum A.M. Best rating of an "A-", be listed on the U.S. Treasury Listing of approved Sureties for an amount equal to or greater than the amount of the bond and be an admitted carrier in the State of Nebraska.

The Contract Bond shall be conditioned upon the faithful performance of the requirements of the Contract and any modifications in conformity with the Contract; payment of proper compensation under the required labor and wage conditions as provided in the Contract; payment of claims against the Contractor for materials, labor and supplies; and reimbursement to the Department for any overpayment made on the Contract.

If at any time during the performance of the Construction Services the Surety company falls below the minimum acceptable requirements stated in this Section 6, the Contractor shall file new bonds in an amount established by the Department, within fourteen Calendar Days of such failure to meet the minimum requirements, with the Surety assuming responsibility for performance of the Contract retroactive to the effective date of the initial Construction Services Amendment. The Surety of the Contract Bonds shall only sign a prescribed form through a duly appointed power of attorney with certifications acceptable to the Department.

The Department reserves the right to copy the Surety on all of its communications with the Contractor concerning the Contractor's performance, or performance deficiencies, on the Project.

SECTION 7. REQUIRED CERTIFICATIONS

By executing this Construction Services Amendment, the Contractor certifies that it is complying and will continue to comply throughout the term of this Construction Services Amendment the following certifications.

7.1 Hiring Practice

The Contractor certifies that the Contractor is complying with all applicable hiring codes, Laws, ordinances, rules, regulations, and orders issued by a public authority whether federal, state, local, or otherwise including, but not limited to, the immigration reform and Control Act of 1986.

7.2 Employee Classification Act Affidavit

The Contractor certifies that (1) each individual performing Services is properly classified under the Employee Classification Act, (2) such Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing Services, (3) the Contractor has complied with Neb. Rev. Stat. 4-114, (4) the Contractor has no reasonable basis to believe that any individual performing Services for such Contractor is an undocumented worker, (5) the Contractor is not barred from contracting with the state or any political subdivision pursuant to Neb. Rev. Stat. 48-2907 or 48-2912 and (6) the Contractor will follow the provisions of the Employee Classification Act for the duration of the Construction Services Amendment. A violation of the act by the Contractor will be considered a breach of the Contract.

7.3 Drug-Free Workplace Policy

The Contractor certifies that in accordance with the state of Nebraska Drug Free Workplace Policy enacted by the governor on July 3rd, 1989, the Contractor is operating under a Drug Free Workplace Policy and a written Drug Free Workplace Policy is on file with the Department.

7.4 DBE Goal

If there is a DBE goal, the Contractor assures the Department the DBE goal will be met either by DBE Goal achievement or good faith documentation. Any amount less than the identified DBE Goal requires good faith documentation.

7.5 Fair Labor Standards Certification

The Contractor certifies that it is complying with and will continue to comply with Fair Labor Standards in the execution of this Contract.

7.6 Equipment Certification

The Contractor certifies that all equipment used in this Construction Services Amendment, except that acquired since assessment, has been assessed for the current year in Douglas County, Nebraska.

7.7 Previous EEO Performance

The Contractor certifies that they have participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246. [YES/NO]

[IF YES] The Contractor has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

SECTION 8. REQUIRED ATTACHMENTS

The Attachments identified below are required for this Construction Services Amendment.

1. Attachment 1 – GMP Workbook
2. Attachment 2 – Construction Schedule
3. Attachment 3 – Subcontracting Plan
4. Attachment 4 – Schedule of Values
5. Attachment 5 – Risk Register
6. Attachment 7 – Special Provisions (If any)
7. Attachment 8 – Design Plans
8. Attachment 9 – Other NDOT/FHWA Requirements (Most up to Date FHWA-Form 1273/Davis-Bacon Wage Rates, other NDOT/FHWA Requirements)
9. Attachment 10 – Contract Bond

SECTION 9. COUNTERPARTS AND ELECTRONIC SIGNATURES

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures may be made and delivered electronically.

SECTION 10. SIGNATURES

[Signature Blocks Here]