**PROJECT ADDENDUM TO AGREEMENT FOR UNIT PRICE CONSTRUCTION**

Project Title:

Project Description:

Campus: Project Number:

Contact:

Company:

Address:

City, State & Zip:

PROJECT ADDENDUM <No.> TO AGREEMENT FOR UNIT PRICE CONSTRUCTION SERVICES FOR THE UNIT PRICE CONTRACTORS SELECTED FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2025, FOR <TRADE>-TYPE PROJECTS, RFP NO. 3900-24-7200.

This Project Addendum<No.> made and entered into <calendar date> between the undersigned Contractor and Owner.

Whereas, the parties hereto have entered in the Agreement identified above (hereinafter referred to as the "Agreement"); and

Whereas, the general purpose of the Agreement was to provide for contractual terms applicable to construction services provided to the Owner by the Contractor identified above (hereinafter referred to as the "Contractor" ), over the course of the contract period with specific terms necessary for any particular project to be provided for by a Project Addendum to the Agreement; and

Whereas the Owner and the Contractor have agreed to enter into this Project Addendum <No.> in order to obtain services and provide services respectively for the project identified above.

Now therefore, in accordance with those previsions of the Agreement providing for and permitting addenda for particular projects in Section 2.4 of the Agreement, providing for amendment be written instrument, the parties hereto, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, enter into the Addendum as follows:

The project to which this Addendum shall apply is as described above and on the attached Unit Price Quotation.

For the purpose of the Project described above, the Sections of the Agreement designated below shall provide as follows:

3.1 The Owner shall pay to the contractor in warrants of the State of Nebraska for performance of the Work required by the contract documents, subject to additions and/or deductions by Modification as provided by the Contract Documents, for the Cost of the Work a "not to exceed" sum for direct labor costs, equipment, materials, subcontracts, quantity costs, and bond the total which may not exceed:

<Written Dollar Amount> Dollars (U.S) ($<Numerical Value>)

This Price is for performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibit A through < >, as follows:

[ ]  Exhibit A Unit Price Quote dated: <date>

[ ]  Exhibit B Owner's Protective Bond (Required for greater than $15,000)

[ ]  Exhibit C Drawings and Specifications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addenda No.s.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.1 The Contractor shall commence the Work required by the Contract Documents within (10) consecutive calendar days after the date of issuance of written Notice to Proceed from the Owner directing the Contractor to proceed with the Work. The Contractor shall fully complete all work required by the Contract Documents on or before <calendar date or days from NTP>.

7.1 Photographs and facsimiles of this construction project, or components of the project, must not be used without the written consent of the University and an opportunity to review the photograph or facsimile and must not be used in a manner which would, in the opinion of the University, suggest the University endorses the product or service depicted in the photograph or facsimile.

Except as specifically amended or more particularly described in this Project Addendum, all terms, provisions and conditions set forth in this Agreement are applicable to the Project described herein, and said terms, provisions and conditions of the Agreement are incorporated into this Addendum by this reference.

IN Witness Whereof, the parties to this Project Addendum have hereunto attached their signatures, with their seals attached, as of the date and year for this Project Addendum written above.

CONTRACTOR PORTION

<CONTRACTOR NAME>

Signature:

Name:

Title:

OWNER PORTION

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

Signature:

Name:

Title: