



Mississippi Project Contract

Between Nabholz Construction Corporation and Subcontractor's Company Name

Contract Number:	Contract Number	Project No:	Project Number	Cost Code:	Cost Code SUB
Project:	Project Name Project Address				
Between Nabholz :	Nabholz Construction Corporation Address City, State, Zipcode				
and Subcontractor :	Subcontractor's Name Address City, State, Zipcode Email Address: Email Address License#: License Number				
Architect :	Architect Name Architect's Address City, State, Zipcode				

This agreement is made as of the Date of Contract.

THIS PROJECT CONTRACT by and between **Contractor's Company Name**, ("Subcontractor"), and **Nabholz Construction Corporation**, ("Contractor"), agree as follows:

ARTICLE 1. DOCUMENTS.

This Project Contract is supplemental to the terms and condition of the Master Contract between Contractor and Subcontractor dated **Date of Master Contract**, and any amendments thereto, ("Master Contract"). Subcontractor agrees to furnish all material and perform all services as described in Article 2 hereof for the Project in accordance with this Project Contract, the Master Contract and the contract between Owner¹ and Contractor, and with any General Conditions of said contract, any supplementary general conditions, any drawings and specifications and addenda prepared by the Architect identified above or the Owner's authorized agent, ("Architect" or "Owner's authorized agent"), all of which documents agreed to by the parties thereto or identified by the Architect or Owner's authorized agent, form a part of a contract between the Contractor and the Owner dated **Date of the Owner's Contract**, and are hereby made a part of this Project Contract and may collectively be referred to as the Contract Documents. The Contract Documents will be made available to Subcontractor upon request.

ARTICLE 2. SCOPE OF WORK.

Subcontractor and Contractor agree that the materials and equipment, to be furnished and labor and work to be performed by Subcontractor (hereinafter "Work") are:

Enter Scope of Work

Subcontractor's price includes all applicable taxes unless otherwise agreed in writing.

ARTICLE 3. COMMENCEMENT.

¹ The term "Owner" may also refer to Nabholz' client. For exemplary purposes only, "Owner" may refer to the Project General Contractor when Nabholz contracts directly with the General Contractor as a lower-tier subcontractor.

The Date of Commencement is the effective date of this Project Contract as first written above, unless otherwise set forth below:

Commencement Date

ARTICLE 4. PAYMENT.

1. The Contractor agrees to pay the Subcontractor for the performance of the Work the sum of **Enter Contract Amount in Words Dollars (\$Contract Amount)** in current funds, subject to additions and deductions for changes as may be agreed upon, in writing, and to make monthly payments on account of **Enter percentage; must be no less than 95% for public projects%** of Work completed thereof in accordance with Articles 4 and 10 of the Master Contract.
2. Monthly estimates are to be submitted on the **Enter Payment Date** day of month with Payment Requests.
3. Subcontractor shall submit Payment Requests in the form attached hereto.
4. For state and local government projects other than state road and bridge projects, if the manner of completion of the Work and its progress are and remain satisfactory for the Contractor and the Owner, and the Work is fifty percent (50%) or more complete, on schedule and satisfactory in the architect or engineer's opinion, retainage will be reduced to 2.5%.

ARTICLE 5. PERFORMANCE AND SURETY.

1. Contractor reserves the right to approve performance or payment sureties or require other type of performance and payment surety in lieu of a bond. The following, if checked, are required for this Project Contract:

- Performance Bond
- Payment Bond
- Joint Checks
- Irrevocable Letter of Credit, 1 year term, face amount \$
- Other (describe)

If a Performance and/or Payment Bond is required, Subcontractor shall furnish both a Nabholz modified ConsensusDocs 706 "Subcontractor Performance Bond" and ConsensusDocs 707 "Subcontractor Payment Bond," latest edition, properly executed to the Contractor prior to starting work on the referenced project. The Nabholz modified ConsensusDocs bond forms are available at <https://docs.nabholz.com/subcontractors/Nabholz-Performance-and-Payment-Bond-Forms.zip>. The Subcontractor's surety company shall be subject to approval by the Contractor. Cost of these bonds is included in the contract amount. Any terms contained in the performance or payment bond that attempt to reduce the statute of limitations period under applicable law shall be unenforceable.

ARTICLE 6. SECOND-TIER SUBCONTRACTORS AND VENDORS.

Contractor reserves the right to approve any portions of the Work the Subcontractor chooses to contract with another party. Upon execution of this Project Contract, Subcontractor will provide Contractor with a listing of all 2nd tier subcontractors and suppliers on the Schedule of Values form provided by Contractor. Payment to Subcontractor will not be issued until this documentation is completed in full and received by Contractor.

Contractor reserves the right to require Subcontractor to provide the following information regarding 2nd tier subcontractors and material suppliers in excess of \$20,000 as provided in the Master Contract:

1. Company name, address and individual contact.
2. Value of work to be subcontracted or material/equipment purchased
3. Name, address and value of any commitment subcontractor has to contribute to any benefit plan not sponsored by subcontractor.
4. Subcontractor's Application and Certificate for Payment and Lien Release
5. Exhibit A, Interim Waiver and Release upon Payment Form and Exhibit B, Waiver and Release Upon Final Payment Form (2nd Tier Subcontractor/Supplier).

ARTICLE 7. MASTER CONTRACT MODIFICATIONS.

1. Article 4, Section 4.3, Item 1 of second sentence of the Master Contract is replaced in its entirety and read as follows:
Each Payment Request shall be accompanied by: (1) a partial waiver of lien, in the form attached hereto as Exhibit A and incorporated by reference, executed by the Subcontractor covering the entire amount of the payment requested by the relevant Payment Request, conditioned only upon payment of the amount requested in the subject Request;
2. Article 5, Section 5.2 of the Master Contract is replaced in its entirety and reads as follows:

5.2. Conditions. Before issuance of final payment, Subcontractor shall submit a complete and unconditional waiver of liens and bills paid affidavit in the form attached hereto as Exhibit B and incorporated by reference, to Contractor certifying that all payrolls, material bills, and all known indebtedness connected with the Work have been satisfied or will be satisfied out of the final payment on a form provided or approved by Contractor. If Subcontractor is required to bond the Project, Subcontractor must provide a Consent of Surety in form acceptable to Contractor before Final Payment will be released.

3. Article 10, Section 10.8 of the Master Contract is replaced in its entirety and reads as follows:

10.8 To the maximum extent permitted by law, Subcontractor shall indemnify and hold harmless Contractor and Owner, their affiliated and parent companies, and the consultants, agents and employees, directors and officers of Contractor and Owner and their affiliated and parent companies (hereinafter "Indemnitees" under this subparagraph) from any lawsuits, causes of action, claims, liabilities and damages of any kind and nature, to the extent they arise out of any acts or omissions of Subcontractor or anyone whose acts or omissions Subcontractor may be liable in performing Work under this Project Contract, including the use or rental of any equipment supplied by Indemnitees.

10.8.1 Subcontractor shall defend Indemnitees, without regard to Indemnitees' alleged or actual fault, negligence or strict liability, from any lawsuits, causes of action, claims, liabilities and damages of any kind and nature arising out of Subcontractor's performance or failure to otherwise perform its obligations under this Project Contract or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from Work undertaken under this Project Contract, including the use or rental of any equipment supplied by Indemnitees.

ARTICLE 8. SUPPLEMENTAL.

1. This Project Contract is supplemental to the terms and conditions of the Master Contract as if the Master Contract was fully set forth herein. Failure to include any provision of the Master Contract in this Project Contract is not an agreement to omit the provision. All defined terms herein shall be used in the Master Contract and all defined terms in the Master Contract shall be used in this Project Contract.
2. This Project Contract together with the Master Contract is project specific, and no term, provision, or modification of the Master Contract, shall apply to any other project unless expressly included in the project contract for the other project(s).
3. Subcontractor attests that it holds a valid license for the Work to be performed in the State in which the Project is to be performed or that no license is required for the performance of the Work.
4. Subcontractor must be available by phone and email during working hours and provide a 24-hour emergency phone number (English speaking).

ARTICLE 9. ROLLING CCIP. If this box is checked, the Rolling Contractor's Controlled Insurance Program Addendum to the Master Contract Agreement applies to the Scope of Work as outlined by the Project Contract and is incorporated by reference. To view the Addendum, go to <https://docs.nabholz.com/subcontractors/2022-rolling-ccip-addendum.pdf>

IN WITNESS WHEREOF the parties hereto have executed this Project Contract, the day and year first above written.

Subcontractor's Name
(Subcontractor)

Nabholz Construction Corporation
(Contractor)

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____
TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS
KNOWN AS _____ WHICH IS LOCATED IN THE CITY OF
_____ COUNTY OF _____ AND IS OWNED BY
_____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND
RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS
AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ AND EXCEPTING THOSE
RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT
OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID
BUILDING OR PREMISES.

SIGNATURE

BY: _____

(PRINT NAME)

ITS: _____

(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN
FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE
DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION
OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE
FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER [SECTION 85-7-419, MISSISSIPPI CODE](#) OF 1972.

EXHIBIT B

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF MISSISSIPPI

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____
TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS
_____, WHICH IS LOCATED IN THE CITY OF
_____, COUNTY OF _____, AND IS OWNED BY
_____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES
AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS
AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE
UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

SIGNATURE

BY: _____

(PRINT NAME)

ITS: _____

(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER [SECTION 85-7-419, MISSISSIPPI CODE](#) OF 1972.