



Oklahoma 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" or "Construction Manager"), 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 **Percentage%** 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. Notwithstanding any provision in this Project Contract, if this Project Contract is subject to a bond pursuant to Oklahoma Statutes Title 61 for Publicly Funded Projects and when the Work of the Subcontractor has been determined by the holder of the bond to be at least fifty-percent (50%) complete, the retainage amount shall be two and one-half percent (2.5%) with respect to the balance of the Work to be performed by the Subcontractor without reduction of previous retainage withheld.

ARTICLE 5. PERFORMANCE AND SURETY.

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

- Performance Bond
- Payment Bond
- Maintenance 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, along with a Maintenance Bond on a form acceptable to Construction Manager/Contractor, duly executed, 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 Construction Manager/Contractor. Cost of these bonds is included in the contract amount.

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. Lien Clearance Affidavit and Waiver of Lien Rights (2nd Tier Subcontractor/Supplier).

ARTICLE 7. MASTER CONTRACT MODIFICATIONS.

1. Section 8.3.29 of the Master Contract are replaced in their entirety with the following:
8.3.29 The insurance required by this Section on behalf of the Additional Insureds will apply to bodily injury and property damage claims arising from Subcontractor's operations to the extent such claims arise from the actual or alleged fault, negligence, or proximate cause of the Subcontractor and regardless of whether the Subcontractor is named or not named in the claim, lawsuit, or complaint. The additional insurance coverage required by this Article will apply to any claims or liability arising out of Subcontractor's Work or operations, even if Subcontractor's indemnity obligations do not apply or are prohibited by law.

2. Section 10.8 of the Master Contract is deleted and replaced in its entirety with the following:
To the maximum extent permitted by law, Subcontractor shall indemnify, hold harmless and defend Owner, Contractor, and their affiliated and parent companies, and the agents and employees, directors, officers, and consultants of Owner and Contractor and their affiliated companies (hereinafter "Indemnitees") from any lawsuits, causes of action, claims, liabilities and damages, of any kind and nature, including but not limited to, reasonable attorney's fees and costs arising out of the performance of this Project Contract, and including, but not limited to, any and all lawsuits, causes of actions, claims, liabilities and damages, as provided above which Indemnitees may sustain by reason of any failure by Subcontractor to indemnify as provided herein and elsewhere in this Project Contract, or any failure by Subcontractor to otherwise perform its obligations pursuant to 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 herein, including the use or rental of any equipment supplied by Indemnitees. Subcontractor's obligation to indemnify, hold harmless and defend Indemnitees as provided herein shall not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Subcontractor, its Sub-Subcontractors, agents, representatives, subcontractors, or suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

3. For projects located in the *State of Oklahoma*, Section 14.5 and 14.8 of the Master Contract are replaced in their entirety as follows:
 - 14.5. Governing Law. For projects located in the State of Oklahoma, the laws of the State of Oklahoma shall apply to the interpretation, construction, and enforcement of this Contract, including its conflicts of law rules.

 - 14.8. Jurisdiction and Venue. For projects located in Oklahoma, personal jurisdiction and venue for any arbitration or litigation shall be Tulsa, Tulsa County, Oklahoma, exclusively.

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 and the Master Contract are 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: _____