



Tennessee 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.

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

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.

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 **95%** 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.

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

ARTICLE 7. MASTER CONTRACT MODIFICATIONS.

1. Article 10, Section 10.8 of the Master Contract is replaced in its entirety and Sections 10.8.1 and 10.8.2 are added 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 and liabilities 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 arising from, in whole or in part, any act or omission of Subcontractor or anyone for 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. The duties to indemnify and hold harmless Indemnitees do not include indemnifying and holding harmless Indemnitees where the Indemnitees' sole negligence is the cause of such injuries, death or damages to, loss of use of or destruction of property.

10.8.1 Subcontractor shall indemnify and hold harmless Indemnitees from any lawsuits, causes of action, claims and liabilities for all other damages not covered by subparagraph (i) above that arise from the Subcontractor's performance or failure to otherwise perform its obligations under this Project Contract, regardless of whether these damages are caused in any way by Indemnitees' negligence, strict liability or otherwise.

10.8.2 Subcontractor shall defend Indemnitees, without regard to Indemnitees' alleged or actual fault, negligence or strict liability, from any lawsuits, causes of action, claims and liabilities for 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.

2. Sections 14.5 and 14.8 of the Master Contract is replaced in its entirety and reads as follows:

14.5 Governing Law. The laws of the State of Tennessee shall apply to the interpretation, construction and enforcement of this Project Contract, including its conflicts of law rules. Subcontractor acknowledges that Contractor is an Arkansas corporation and maintains its principal place of business in Arkansas.

14.8. Jurisdiction and Venue. Personal jurisdiction and venue for any arbitration or litigation shall be in Memphis, Tennessee, exclusively, with any such litigation only before the U.S. District Court, Western District, Memphis, Tennessee.

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)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Nabholz Construction Corporation
(Contractor)

Signature: _____

Print Name: _____

Title: _____

Date: _____