



OKLAHOMA PROJECT CONTRACT

Project Name
Job #+S+Cost Code
Job #:
Cost Code:

AGREEMENT made as of the **Date** day of **Month** in the year of **Year**

Project **Project Address City, State Zip**

Contractor **Division Office Address City, State Zip**

Architect **Architect Address City, State Zip**

THIS PROJECT CONTRACT by and between **Error! Reference source not found.** , **Address City, State Zip** hereinafter called the Subcontractor, and Nabholz Construction Corporation, hereinafter called the Contractor, agree as follows:

ARTICLE I. Documents.

This Project Contract is supplemental to the terms and conditions of the Master Contract Between Contractor and Subcontractor dated **Date of Master Contract**, and any amendments thereto, ("Master Contract"). Together the Master Contract and this Project Contract form a separate contract between Contractor and Subcontractor applicable only to the Project ("Contract"). Subcontractor agrees to furnish all material and perform all work as described in Article II hereof for the Project for Contractor at the Project Location in accordance with this Project Contract, the Master Contract and the contract between Owner and Contractor, and with the General Conditions of said contract, Supplementary General Conditions, the Drawings and Specifications and addenda prepared by **Architect**, hereinafter called the Architect or Owner's authorized agent, all of which documents signed 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 contract between Owner & GC**, and are hereby made a part of this Contract, and referred to as the Contract Documents, which shall be made available to Subcontractor upon request before and at any time after signing this Contract.

ARTICLE II. 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:

Description of work

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

ARTICLE III. Commencement.

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

ARTICLE IV. Payment.

1. The Contractor agrees to pay the Subcontractor for the performance of the Work the sum of **Contract amount in words Dollars (\$Contract amount in figures)** 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 IV and X of the Master Contract.
2. Monthly estimates are to be submitted on the **Date** day of month with Payment Requests.
3. Subcontractor shall submit Payment Requests in the form attached hereto.

ARTICLE V. 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 Contract:

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

If a Performance and/or Payment Bond is required, Subcontractor shall furnish both 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 Subcontractor's surety company shall be subject to approval by the Contractor. Cost of these bonds is included in the contract amount. For Title 61 Publicly Funded projects, Performance and Payment Bonds shall be issued with Owner and Contractor as Dual Obligees.

ARTICLE VI. 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 VII. Insurance, Indemnity, Governing Law & Venue.

1. ARTICLE VIII, Paragraphs 3, subparagraphs (l) and (p) of the Master Contract are replaced in their entirety with the following:

(l) These liability policies will provide Additional Insureds with insurance coverage entitling them to defense and indemnity from and against any liability or claim of liability arising out of, or in any way related to, Subcontractor's Work or operations pursuant to this Subcontract, including preparation to perform such Work or operations.

(p) 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. ARTICLE X. Paragraph 7(b) of the Master Contract is deleted and replaced in its entirety with the following:
To the maximum extent permitted by law, indemnify, hold harmless and defend Owner, Contractor, and their affiliated companies, and the agents and employees, directors and officers 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 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 Contract, or any failure by Subcontractor to otherwise perform its obligations pursuant to this 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. ARTICLE XI. Miscellaneous, for projects located in the *State of Oklahoma* paragraphs 5 and 8 of the Master Contract are replaced in their entirety as follows:

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.

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 VIII. 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).

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

Error! Reference source not found.
(Subcontractor)

NABHOLZ CONSTRUCTION CORPORATION
(Contractor)

BY: _____

BY: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____