



Kansas 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 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 I. 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"). 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 Services as described in Article II hereof for the Project in accordance with this Project Contract, the Master Contract and the contract between Owner¹ and Contractor, and with the General Conditions of said contract, Supplementary General Conditions, the Drawings and Specifications and addenda prepared by **Architect's Name**, ("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 Contract and may collectively be referred to as the Contract Documents. The Contract Documents will be made available to Subcontractor upon request.

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:

Enter Scope of Work

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

ARTICLE III. 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 Contract as first written above, unless otherwise set forth below:

Commencement Date

ARTICLE IV. 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 **90%** of Work completed thereof in accordance with Articles IV and X 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 projects located in Kansas, the following payment provisions shall apply. To the extent there is a conflict between this provision and the terms of Article IV of the Master Contract, this provision shall govern:
 - a) If Subcontractor has provided a timely, properly completed and undisputed request for payment to the Contractor, Contractor shall pay any amounts due to Subcontractor for Work properly performed within seven (7) business days of receipt of payment from Owner for Subcontractor's Work.
 - b) The Subcontractor hereby agrees and is required to make payment, not later than seven (7) business days after receipt of payment from Contractor, to each Sub-subcontractor, materialman or supplier of all amounts identified in each application for payment as intended for said Sub-subcontractor, materialman or supplier.
 - c) Contractor may withhold not more than 150% of the value of incomplete work, provided that the incomplete work is due to the fault of Subcontractor.

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
- ☐ 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 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. 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 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. Indemnity, Governing Law, Jurisdiction & 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, Subparagraph 7(b) of the Master Contract is replaced in its entirety and reads as follows:
Indemnify and hold harmless Contractor, its affiliated companies, and the agents and employees, directors and officers of Contractor and its affiliated companies (hereinafter "Indemnitees") from any lawsuits, causes of action, claims, liabilities and damages, of any kind and nature, including but not limited to, attorney's fees and costs arising out of the performance of this Contract whether attributable in part to any act, omission or negligence of Indemnitees, or Subcontractor's subcontractors or suppliers of any tier, 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. If the Indemnitees are determined, after a final judgment by a court or forum of competent jurisdiction, to be wholly or partially negligent, the obligation of the Subcontractor to indemnify and hold harmless the Indemnitees shall not include the proportionate share of damages to which the Indemnitees' negligence was a proximate cause of the damages.
3. Article XI, Subparagraph 5 of the Master Contract is replaced in its entirety and reads as follows:
Governing Law. The laws of the State in which the Project is located shall apply to the interpretation, construction and enforcement of this Contract, including its conflicts of law rules.
4. Article XI, Subparagraph 8 of the Master Contract is replaced in its entirety and reads as follows:
Jurisdiction and Venue. Personal jurisdiction and venue for any arbitration or litigation shall be the county and state in which the Project is located, 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.

Subcontractor's Name
(Subcontractor)

Nabholz Construction Corporation
(Contractor)

BY: _____

BY: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

SAMPLE