

Sampson Construction Co., Inc.
3730 South 14th Street
Lincoln, NE 68502
Phone: (402) 434-5450
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Bid Bulletin #01

PROJECT: Beatrice Community Hospital – Clinic Expansion

DATE: 12/30/2014

This Bid Bulletin includes items 1-1 through 1-8. Each item shall be fully incorporated into the Bidding/Contract Documents and have the same force and effect as though originally included. Bidders shall acknowledge receipt of this Bid Bulletin on the bid form.

- Item 1-1 Bid Date shall be revised to **January 15th, 2pm CST.**
- Item 1-2 Project is Tax-exempt. Sales tax shall not be included.
- Item 1-3 The AISC certification requirement for steel erectors shall be waived.
- Item 1-4 The AISC certification requirement for steel fabrication shall also be waived. AISC certification shall be waived provided the fabricator provides an independent third party in-plant inspection. The inspector shall be subject to approval of the architect
- Item 1-5 Civil drawings and specifications were not included in original bid documents, these shall be released in a future Bid Bulletin. Bid Date shall be January 15th, 2pm CST.
- Item 1-6 Bid Scopes are attached. Each bidder shall review, complete and attach the coordinating scope to their bid.
- Item 1-7 All bidders shall use the attached bid form. Bidders should attach their standard proposal form to this bid form as additional clarification. Bids not submitted on the provided bid form may be rejected.
- Item 1-8 All bidders shall review the attached Sample Standard Subcontract Agreement and Sample Standard Supplier Agreement.

End of Bid Bulletin #01

00 01 60 - BIDFORM

Owner: Beatrice Community Hospital and Health Center

Project: Clinic Expansion

Project Location: 4800 Hospital Parkway, Beatrice, NE

Construction Manager: Sampson Construction Co., Inc.

(Please indicate the sections you are bidding):

[]	_____
[]	_____
[]	_____
[]	_____

Company Name _____

Address _____

City/State/Zip _____

Contact: _____

Telephone: _____

FAX: _____

E-mail Address: _____

Bid Proposal Amounts:

The undersigned, having examined the Contract Documents and the site of the proposed Work and being familiar with all the conditions affecting the construction of the proposed project, hereby proposes and agrees to provide and furnish all labor, material, equipment, supervision, and other items necessary to perform and complete, in a workmanlike manner, all Work required by the Contract Documents at the prices stated below. Stated sums include fees, insurance, payroll taxes, and all other charges applicable to materials, appliances, labor, and all charges that may be levied.

In the following proposals, the amounts shall be shown in both words and figures. In the case of discrepancy between the words and the figures, the words shall govern.

Base Bid: _____
(Dollars) (\$ _____)

Cost of Performance/Payment Bonds, if required. \$ _____

Bid Bulletin:

The Bidder hereby acknowledges receipt and inclusion in the bid proposal the following Bid Bulletins:

Bid Bulletin	_____	Dated:	_____
Bid Bulletin	_____	Dated:	_____
Bid Bulletin	_____	Dated:	_____
Bid Bulletin	_____	Dated:	_____

Alternates:

The following Amounts shall be added or deducted from the Base Bid:

Alternate No. 1:	(Dollars) (\$ _____)
Alternate No. 2:	(Dollars) (\$ _____)
Alternate No. 3:	(Dollars) (\$ _____)
Alternate No. 4:	(Dollars) (\$ _____)
Alternate No. 5:	(Dollars) (\$ _____)

Subcontractors

Provide the names of all sub-bidders or suppliers.

Changes in the Work:

Changes in the work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:

	<u>Not to Exceed</u>
a. To Subcontractor for work performed by their own forces.	10%
b. To Subcontractor for work performed by other than their own forces.	5%
c. To Subcontractor's Subcontractor/Material supplier for work performed by Subcontractor's Subcontractor/Material Supplier own forces.	10%
d. To Subcontractor's Subcontractor/Material supplier for work performed by other than Subcontractor's Subcontractor/Material Supplier own forces.	5%

* Fee includes general requirements, all supervision, overhead and profit.

Time of Commencement, Completion, and Damages:

- a. The Bidder agrees that if awarded the Contract, he will Substantially Complete the Work in accordance with the schedule developed by the Construction Manager.
- b.
 - 1. The Bidder hereby agrees to commence work under the Contract within seven (7) days after the date of a "Notice to Proceed", unless otherwise stipulated in that notice.
 - 2. Shop drawing submittals shall be assembled immediately upon the Notice to Proceed and forwarded to the Construction Manager within 14 calendar days of said notice.
- c. Time is expressly declared to be of the essence in completion of the Work covered by these Contract Documents, and the Successful Bidder shall be liable for actual damages for delay in completion of Work. Where additional time is allowed under the Agreement for the completion of the Work, the new time limits shall be of the essence of the Agreement.
- d. Substantial Completion of the Work: The undersigned will have the Work ready for either the following Contractor's work or the Final Inspection and Owner's acceptance within the time limit established in the Construction Milestone Schedule.

General Agreements:

- a. The Bidder agrees that he has had an opportunity to examine the site of the Work and has examined the Contract Documents, and that he has carefully prepared his proposal upon the basis thereof and that he has carefully examined and checked this Bid and the materials, equipment, and labor required thereunder, the cost thereof, and his figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based and the Bidder agrees that he will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of Bid.
- b. The Bidder acknowledges that the Owner reserves the right to waive informalities and to reject any or all Bids.
- c. The Bidder agrees that Bid shall not be withdrawn or altered for a period of sixty (60) calendar days after the last date scheduled for the submission of Bids.
- d. By signing this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
- e. The undersigned Bidder agrees that, when these requirements have been completed, he will execute an agreement with the Construction Manager on the Standard Form of Agreement between Subcontractor and Construction Manager on the Agreement included in the bidding documents.

DATED THIS _____ DAY OF _____, 2015.

Name of Firm

Address

City, State and ZIP

By: Signature of Authorized Officer

STANDARD SUB-CONTRACT AGREEMENT

Re: _____

Job Number # _____

THIS AGREEMENT, made this _____ between «Company», (Subcontractor), and Sampson Construction Co., Inc., (Contractor).

Section 1. Contract Documents. The Subcontractor agrees to perform all work set forth herein in connection with the construction of the _____ located at _____ hereinafter called the Project, for _____, hereinafter called the Owner, in accordance with **plans and specs dated** _____ . **Specifically:**

«Division»

«Section1»

«Section2»

«Section3»

Section 3. Payment. (a) The Contractor agrees to pay the Subcontractor for the performance of this Subcontract, as specified herein, the sum of «Total» subject to additions and deductions for changes agreed upon. Partial payments will be made to the Subcontractor each month in an amount equal to _____ (%) of the value, computed on the basis of the prices set forth above, of the quantity, as approved by the Architect, or Engineer, of the Work performed, less the aggregate of previous payments, but such partial payments shall not become due to the Subcontractor until 30 days after the Contractor receives payment for such Work from the Owner. No partial payment to the Subcontractor shall operate as approval or acceptance of work. Upon complete performance of this Subcontract by the Subcontractor and final approval and acceptance of Subcontractor's work by the Owner and Contractor, the Contractor will make final payment to the Subcontractor of the balance due to him under this Subcontract within 30 days after full payment for such work has been received by the Contractor from the Owner. If the terms of this Subcontract provide for the payment for work performed to be on a unit price basis, Subcontractor agrees to be bound by the measurement of the quantity of Work used as a basis for payment to Contractor or in the absence thereof by the Contractor's measurement of the quantity of the Work. The provisions of the Prime Contract, except as they may be inconsistent herewith, will control with respect to measurement of quantities and payment including payment for changes. The actual receipt of payment from the owner is a condition precedent to any obligation of the Contractor to make any payment to the Subcontractor.

(b) The Contractor may deduct from any amounts due to the Subcontractor any sum or sums owed by the Subcontractor to the Contractor; and in the event of any breach by the Subcontractor of any provision of this Subcontract, or in the event of the assertion by other parties of any claim or lien against the Contractor or the premises arising out of the Subcontractor' performance of this Subcontract, the Contractor shall have the right to retain out of any payments due or to become due to the Subcontractor an amount sufficient to completely protect the Contractor from any and all loss, damage or expense therefrom, until the situation has been remedied to the Contractor's satisfaction.

(c) As an express condition precedent to the making of partial or final payment the Contractor will require the Subcontractor to accurately complete the furnished Affidavit identifying all subcontractors and suppliers, if their current or expected amount is greater than \$5,000, and may require the Subcontractor to prove that the work is and will continue to be free and clear from all lawful claims or liens. In connection with the Affidavit, Subcontractor represents to Owner and Contractor that the list is complete and accurate. Subcontractor agrees to use the "Application and Certificate for Payment (AIA Document G702 and AIA Document G703) form for all payments requested.

(d) The Subcontractor shall have no claim against the Contractor as a result of funds delayed or withheld by the Owner in accordance with the Contract Specifications.

(e) If requested, the Subcontractor will submit all required Certified Payrolls, Safety and EEO compliance reports, and other reports required by the Specifications as well as daily manpower, equipment and production reports required.

(f) It is understood that any overtime costs incurred by the Subcontractor to meet their schedule commitments to the Contractor, are the responsibility of the Subcontractor.

(g) The Subcontractor is required to submit reports and submittals, in accordance with the Contract Specifications. Failure to furnish required information may be cause for withholding partial payment until all requirements are met.

Section 4. Prime Contract. The Subcontractor shall be bound to the Contractor by the terms of this agreement and, to the extent that provisions of the Prime Contract apply to the Work of the Subcontractor. The Subcontractor shall assume to the Contractor all of the obligations and responsibilities which the Contractor, by those documents assumes to the Owner as well as other parties. The Contractor shall, to the extent that provisions of the Prime Contract apply to the work of the Subcontractor, pass through to the Subcontractor all of the obligations and responsibilities which the Owner and other parties assume to the Contractor.

Section 5. Changes. The Contractor may at any time, by written order of Contractor's authorized representative, and without notice to the Subcontractor's sureties, make changes in, additions to and deletions from, the Work. The Subcontractor shall promptly proceed with the performance of this Subcontract as so changed so as not to delay the progress of the Work, and pending any determination of the value thereof. Any increase or decrease in the Subcontract price resulting from such changes shall be agreed upon in writing by the parties hereto. But any increase or decrease in the Subcontract price or time shall be subject to the provisions of the Prime Contract between the Owner and the Contractor, and the receipt by the Contractor from the Owner of additional compensation with respect to any such changes. Any claim for adjustment of the Subcontract price and responses to requests for proposals for changes under this section must be made in writing at least within 10 days from the date such changes are ordered or prices are requested and in any event no later than the time required by the provisions of the Prime Contract, with a reasonable amount of time provided to the Contractor to review and forward any such notices. Failure of Subcontractor to deliver such notices in a timely manner shall be deemed a waiver of its right to recover any costs. All deviations from or discrepancies to the plans, specifications, schedule or submittal requirements must be brought to the immediate attention of the Contractor in writing with sufficient details, reference and explanations to permit proper analysis. The Subcontractor agrees to submit cost estimates in complete and full analytical detail as required or requested including itemized detail broken down into labor, equipment and material.

Section 6. Prosecution of Work. (a) The Subcontractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of this Subcontract in a proper, efficient and workmanlike manner. The Subcontractor shall prosecute the work undertaken in a prompt and diligent manner whenever such work, or any part of it, becomes available, or at such other time or times as the Contractor may direct, and so as to promote the general progress of the entire construction, shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other Subcontractor. If the Subcontractor fails to prosecute the work as aforesaid, the Contractor shall be entitled to order the Subcontractor, at the Subcontractor's expense, to provide additional work forces, overtime and additional shifts, and to expedite the furnishing of materials, so as to avoid delaying, hindering or interfering with the Work.

(b) The Subcontractor shall at all times afford to the Contractor and the Engineer access to the site and to any shop of the Subcontractor or other place where material is being prepared or stored for the Work and full opportunity for inspection. The Subcontractor shall open for inspection any work or any part of the site, which has been covered up.

(c) The Subcontractor shall reimburse the Contractor for any and all damages that may be sustained by the Contractor or others which are attributable to or caused by the Subcontractor's failure to perform the Work required by this Subcontract as directed by the Contractor in the manner provided herein or by the Contract Documents. In addition, he agrees to pay to the Contractor such other or additional damages as the Contractor may sustain by reason of delay of the Work by the Subcontractor. The payment of such damages shall not release the Subcontractor from his obligation to otherwise fully perform this Subcontract.

(d) Subcontractor shall designate a competent project manager, satisfactory to Contractor and Owner, who shall be readily available to the Project site and shall be empowered to act for in the name of the Subcontractor. A competent foreman or superintendent satisfactory to the Contractor, shall be physically at the Project site in responsible charge of operations at all times when Subcontractor's work is in progress. Contractor may, in writing, require Subcontractor to remove from the Work any employees, including the project manager, foreman or superintendent, deemed by Contractor to be objectionable.

(e) Upon written request by the Contractor, the Subcontractor shall furnish to the Contractor within two (2) calendar days such written evidence as the Contractor may require relating to the Subcontractor's compliance with or ability to fully perform this Subcontract in the manner and within the time specified herein.

(f) Subcontractor shall submit shop drawings and/or catalog data in accordance with the specifications and as follows: **ONE (1)** reproducible sepia and **SIX (6)** blue line copies of each shop drawing for approval and **TWO (2) APPROVED DRAWINGS FOR ERECTION; SIX (6)** copies each of all catalog and/or descriptive data; **THREE (3)** copies as required for Spare Parts and **FOUR (4)** Operation and Maintenance Manuals.

(g) Scheduling, production and sequence:

(1) All work is to be coordinated and performed in accordance with the overall project requirement schedule including: sequence; required move-ins; equipment and manpower requirements; and coordination and cooperation with other Subcontractors.

(2) Subcontractor will be coordinated by the Contractor's Project Superintendent to meet the project construction schedule. The Subcontractor will allow others sufficient access and time to perform their work.

(3) The Subcontractor will be required to cooperate with the Contractor in the preparation of the construction schedule.

(h) The Subcontractor, unless specifically called out elsewhere in this Subcontract, shall be responsible for hoisting their own materials, supplies and equipment.

(i) The Subcontractor shall perform all demolition, cutting, access, clean-up, disposal, etc. as required.

(j) The Subcontractor shall be responsible for his own clean-up of debris created by his work. This shall be done concurrent with his production operations and his work area shall be kept orderly at all times. Should the Subcontractor fail or refuse to perform their own clean up, the Contractor's related costs shall be assessed to the Subcontractor. The decision of the Contractor's Project Superintendent shall be final in determining when the safety and good order of the project require clean up to be performed.

Section 7. Delays. (a) In the event the Subcontractor's performance of this Subcontract is delayed or interfered with by acts of the Owner, Contractor or other subcontractors, it may request an extension of time for the performance of same, as hereinafter provided, but shall not be entitled to any increase in the Subcontract price or to damages or additional compensation as a consequence of such delays or interference, except to the extent of any amounts that the Contractor may, on behalf of the Subcontractor, actually recover from the Owner for such delays.

(b) No allowance for an extension of time, for any cause whatever, shall be claimed by, or made to, the Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within forty-eight (48) hours after the cause of such extension occurred, or, if the contract between the Contractor and Owner provides for a shorter period, within sufficient time to permit the Contractor to give notice to the Owner within the time allowed by the Prime Contract for such notice.

Section 8. Dispute. (a) In the case of any dispute over any question of law or fact, any claim or other disagreements, hereinafter called Disputes, between Contractor and Subcontractor, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to Owner by the terms of the Prime Contract. Subcontractor agrees that it will be bound by all decisions and determinations made affecting Disputes pursuant to the provisions of the Prime Contract and agrees that it will not take, or will suspend, any other actions (litigation or otherwise) with respect to any Dispute. Subcontractor will not be entitled to receive any greater amount of money or time or other consideration from Contractor with respect to a Dispute than the Contractor is entitled to and actually does receive on account of Subcontractor's Work, less any markups or costs to which Contractor is entitled. Subcontractor agrees that it will accept such amount, if any, received by Subcontractor in full satisfaction and discharge of all Disputes.

(b) The Subcontractor shall proceed diligently with performance of all work, including work in dispute and in accordance with the directions of the Contractor, pending resolution of any Dispute.

Section 9. Communications. All communications regarding this project between the Subcontractor and the Architect, Engineer or Owner shall be transmitted through the Contractor.

Section 10. Insurance. (a) In addition to any other insurance which Subcontractor may be required to carry, Subcontractor shall maintain in effect the following insurance, at its sole expense, the following insurance issued by insurance companies acceptable to the Contractor. Subcontractor shall furnish Contractor with certificates evidencing such insurance and which state that such insurance cannot be cancelled and restrictive modifications cannot be made without giving thirty (30) days prior written notice to Contractor. Comprehensive General Liability insurance, including, without limitation completed operations coverage, shall name Contractor, its officers, directors and shareholders, the Owner and General Contractor, if any, as additional insureds on a primary and non-contributory basis and such insurance shall, in all instances, contain a waiver of subrogation against Contractor, its officers, directors and shareholders, the Owner and General Contractor, if any. The above-required certificate shall also contain a waiver of subrogation against Contractor, its officers, directors and shareholders, the Owner and General Contractor, if any, for workers compensation coverage.

COVERAGE	LIMIT
Workmen's Compensation Statutory	
State	Statutory
Federal (Longshoremen's, Harbor Worker's)	Statutory
Employer's Liability	\$100,000 Per Accident
	\$500,000 Disease-Policy Limit
	\$100,000 Disease-Each Employee
Comprehensive General Liability	
Bodily Injury	\$2,000,000 General Aggregate-Per Project
Property Damage	\$2,000,000 Product-Comp Ops Aggregate
Including Premises/Operations, Explosion,	\$1,000,000 Personal & Advertising Injury
Collapse and Underground (SCU), Products/	\$1,000,000 Each Occurrence
Completed Operations, Contractual Liability	
Broad Form Property Damage, Independent Contractors	
Personal Injury Liability	
Comprehensive Automobile Liability	
Bodily Injury	\$1,000,000 Combined Single Limit Each Occurrence
Property Damage	
Including Owned, Hired, and Non-Owned	

Excess Liability Umbrella

\$1,000,000 General Aggregate (Shall maintain throughout project)

(b) Subcontractor shall cause its subcontractors to procure insurance covering the above liabilities under policies in form, and amount and with insurance companies which are authorized to do business in Nebraska and which are acceptable to Contractor. Subcontractor will obtain such policies or certificates thereof and deliver them to Contractor prior to the submission of any application for payment hereunder. It is expressly understood and agreed by Subcontractor that the delivery of such policies or certificates to Contractor shall be an express condition precedent to Contractor's obligation to pay Subcontractor any amount hereunder. If acceptable insurance is not acquired by Subcontractor, Contractor may, but is not obligated to, acquire the required insurance coverage and charge the expense for such coverage to the Subcontractor.

(c) Should the Prime Contract require insurance with higher limits or broader coverage than that required in (a) and (b) above, Subcontractor shall furnish such additional or greater insurance coverage at no added cost to Contractor.

(d) Completed operations coverage shall be maintained for a period of three (3) years following the date that the Scope of Work is completed and accepted.

Section 11 Indemnification. The Subcontractor further specifically obligates itself to the Contractor in the following respects:

(a) The Subcontractor will to the fullest extent permitted by law indemnify and defend the Contractor against and save it harmless from any and all claims, suits, liability expense or damage for any alleged or actual infringement or violation of any patent or patent right, arising in connection with this Subcontract or anything done thereunder.

(b) The Subcontractor shall protect, indemnify, hold harmless, and defend the Contractor, Owner, Architect/Engineer, Construction Manager, and any of their respective employees and agents (the "Indemnitees") against any and all claims, causes of action, suits, losses, costs, or damages, including attorneys' fees, resulting from and caused by the acts, failure to act, omissions, negligence, or fault of the Subcontractor, those employed by it, or its agents, and Subcontractor shall bear any reasonable and necessary expense which any of the Indemnitees may have by reason thereof, or on account of being charged with such claim, cause of action, suit, loss, cost or damage, except to the extent such claim, cause of action, suit, loss, cost, or damage is caused by the Indemnitees' act, failure to act, omission, negligence, or fault. This general indemnification obligation is in addition to, and not a limit on, the insurance obligations of the Subcontractor or any indemnification obligation delineated elsewhere in the Prime Contract. If there are any injuries to persons or damages to property that are unsettled when the work herein provided for is finished and for which coverage has been denied by Subcontractor's insurer, final payment between the Subcontractor and Contractor shall be deferred until such claims are settled or suitable special indemnity acceptable to the Contractor is provided by the Subcontractor. This general indemnification obligation shall apply particularly, but not exclusively, to the claims of any other contractor against any of the Indemnitees for the acts, failure to act, omissions, negligence, or fault of this Subcontractor. In any and all claims by any employee of the Subcontractor, anyone directly or indirectly employed by it, or anyone for whose acts Subcontractor may be liable, against any of the Indemnitees, or any of their agents or employees, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amount or type of damages or by the compensation or benefits payable by or for the Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

(c) The Subcontractor will pay for all materials furnished and work and labor performed under this Subcontract and agrees to indemnify Contractor and Owner against all lien claims and bond claims, including expenses, costs of bonds to remove liens, and attorneys' fees related to such claims, which may be asserted by anyone. Subcontractor also agrees that if a lien is placed on the Work or the premises on which the Work is performed, it will immediately obtain such bond, which is necessary to remove such lien. If any bond claim and/or lien claim is filed by any subcontractor, supplier, or mechanic of Subcontractor, Contractor may suspend payments to Subcontractor and either hold money due to Subcontractor or make payments to the claimants and charge the payments against Subcontractor, without prejudice to the payment bond. It is the intent of the parties that the payment bond be for the benefit of Contractor, Owner and General Contractor, if any, and not for the benefit of third parties except to the extent necessary to protect Contractor, Owner and General Contractor, if any.

(d) The Subcontractor warrants and guarantees the work and material covered by the Subcontract and agrees to make good, at his own expense, any defect in materials or workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner.

(e) The Subcontractor shall indemnify the Contractor and the Owner against, and save them harmless from, any and all loss, damage, costs, expenses and attorneys' fees suffered or incurred on account of any breach of any provision or covenant of this subcontract, including, but not limited to, damages for delay, liquidated damages, or other damages.

Section 12 Other Contracts. It is understood and agreed that the work provided in this Subcontract constitutes only a part of the work being performed for the Owner by the Contractor and other subcontractors. The Subcontractor, therefore, agrees to perform the Work called for in this Subcontract in such a manner that he will not injure, damage or delay any other work performed by the Contractor or any other Subcontractor. Subcontractor further agrees to pay the Contractor for any damage or delay that may be caused to such other work by the Subcontractor or by his agents or employees.

Section 13 Independent Contractor. The Subcontractor specifically agrees that he is, or prior to the start of Work hereunder will become, an independent Contractor for all purposes.

Section 14 Compliance with Law. The Subcontractor shall comply with all applicable federal, state and local laws and resolutions, including, but not limited to, laws and regulations relating to safety, health, records, permits, licenses and employee welfare.

Section 15 Safety. (a) In the performance of this Subcontract, the Subcontractor shall, at no additional cost to the Contractor, comply with all laws and regulations relating to safety and with the Contractor's and Owner's safety rules and regulations.

(b) The Subcontractor agrees to fully comply with the Occupational Safety and Health Act (OSHA) of 1970 and any and all regulations issued pursuant thereto. As a term and condition of this subcontract, the Subcontractor shall keep and save the Contractor harmless from any claims or charges of any kind by reason of the Subcontractor failing to fully comply with the Occupational Safety and Health Act of 1970 and the regulations thereto. Subcontractor agrees to reimburse the Contractor for any fines, damages, or expenses of any kind incurred by the Contractor by reason of the Subcontractor's failure to comply.

(c) It will be a requirement of this contract that all Subcontractors must have a safety program and will abide by the safety standards of OSHA. Any fines levied by OSHA to the Contractor resulting from violations of the OSHA standards by the Subcontractor will be deducted from payment for work performed.

(d) The Subcontractor will hold a weekly safety meeting and provide reports of the topics discussed to the Contractor, if requested. Subcontractor will make available on request of the Contractor evidence of not less than a weekly scheduled safety inspection performed by a competent person for the time in which the aforesaid Subcontractor is on the job to the extent of their work only.

(e) The Subcontractor agrees that if in the performance of this Subcontract, it becomes necessary, convenient, advisable to remove, replace or interfere with any safety device or controls installed by the Contractor or another Subcontractor, the Subcontractor will replace or restore such devices or controls at their own expense. In the event that safety devices or controls are not so replaced or restored, the Subcontractor agrees to reimburse the Contractor for doing so. (Safety devices herein are defined as handrails, temporary fencing, barricades, traffic control devices, etc.)

(f) The Subcontractor shall set up, arrange, coordinate and obtain all inspections for their work, as required by any authorized agency or applicable code. Arrangements for the inspection of any area, system, equipment, etc. needing testing or inspection prior to being covered up must be made by the Subcontractor in sufficient time to allow for inspection.

(g) A Work Plan may be required by the Contractor outlining the step by step procedures that are necessary to accomplish the installation including all safety considerations.

(h) Subcontractor hereby verifies that he has notified Contractor in writing of any hazardous chemicals or mixtures containing one or more hazardous chemicals which are to be provided under this Contract. "Hazardous Chemicals" are defined as "Any chemical which is a physical hazard or health hazard." For each item to be provided by Subcontractor under this Contract which is identified as a hazardous chemical, the Subcontractor shall provide an MSDS sheet to the Contractor.

(i) The Subcontractor shall be solely responsible for the health and safety of its employees, agents, subcontractors and representatives. In addition, the Subcontractor shall take all necessary and prudent safety precautions with respect to its work and shall fully and timely comply with all safety programs initiated by the Contractor and/or the Owner, as well as with all applicable laws, ordinances, rules, permits, regulations and orders of any public authority for the safety of persons or property. The Contractor is not responsible in any manner for the safety of Subcontractor's work or its employees, agents or representatives.

(j) If the Subcontractor fails to correct any procedures, acts or conditions which Contractor believes are unsafe within a twenty-four (24) hour period of written notification by either the Contractor, Owner or any public authority, Contractor may (but has no contractual obligation to do so) correct the unsafe practice and charge the Subcontractor for all costs, direct and indirect, for correction, plus ten percent (10%) for overhead, ten percent (10%) for profit and twenty percent (20%) for a safety premium. This specifically includes, but is not limited to the clean-up of construction debris and the replacement or installation of railings or barricades. Subcontractor's repeated failures to timely and satisfactorily correct unsafe procedures, acts or conditions as aforesaid shall constitute a material default upon which a termination may be based without any further or additional notice to the Subcontractor.

Section 16 Protection of Work. The Subcontractor specifically agrees that it is responsible for the protection of his work until final completion and acceptance thereof by the Owner. Subcontractor will make good or replace, at no expense to the Contractor or the Owner, any damage to his work which occurs prior to said final acceptance.

Section 17 Architect - Engineer. The words "Architect or Engineer" as used herein refer to the person or persons appointed by the Owner to supervise the work of the Contractor on behalf of the Owner.

Section 18 Prime Contract. The terms "Prime Contract" as used herein refers to the contract between the Owner and the Prime Contractor to perform work on the Project including all the General and Special Conditions, Drawings, Specifications, Addenda, Amendments, Modifications and other documents or by reference made as a part of such contract. In the event that Contractor is not the Prime Contractor, but is itself a Subcontractor on the Project, the terms "Prime Contract" shall also refer to the subcontract between the Contractor and the party (either the Prime Contractor or another subcontractor) with which it has a contract to perform work on the Project, including all documents heretofore or hereafter forming or by reference made a part of such contract. Pertinent parts of the Prime Contract will be furnished to the Subcontractor on request.

Section 19 Assignment and Subcontracting. The Subcontractor shall not, in whole or in part, assign or sublet this Subcontract or the proceeds thereof without the written consent of the Contractor.

Section 20 Termination for Convenience. The performance of the Work under this Subcontract may be terminated for any reason by the Contractor, in whole or in part, any time, by written notice. In the event of a termination for convenience, the Subcontractor will stop work and follow the Contractor's instructions for winding down the job. In such event, the Subcontractor will be entitled to payment for all Work satisfactorily completed on the basis of the Subcontractor's actual cost of performing such Work plus a reasonable overhead and profit. The Subcontractor will not be entitled to payment for uncompleted Work, or for anticipated profit or unabsorbed overhead. If the Contractor has been terminated, Subcontractor will be bound by the termination provisions of the Prime Contract.

Section 21 Termination for Default. In the event the Contractor terminates this subcontract in whole or in part as provided in this Section, the Contractor may take over and complete the terminated Work by whatever method it deems expedient, including the hiring of other subcontractors under such form of contract as the Contractor may deem advisable and Contractor shall have the absolute right to enter upon the premises and take possession, for the purpose of completing that portion of the Work affected by such termination, of all the Subcontractor's records, materials, tools and equipment and all other items relating to the Subcontractor's Work. The Contractor may, after two (2) calendar days written notice of default to the Subcontractor, terminate in whole or any part of this Subcontract for any one of the following circumstances:

- (a) The Subcontractor fails to complete the work by the completion date;
- (b) The Subcontractor fails to prosecute the work in a timely manner and with such diligence as in the opinion of the Contractor will ensure its timely interim or final completion;
- (c) The Subcontractor fails to comply or become disabled from complying with any requirement of the Subcontract;
- (d) A petition in bankruptcy or the appointment of a receiver is filed against the Subcontractor.

In the event the Contractor terminates this Subcontract in whole or in part as provided in the first paragraph of this Section, the Contractor may take over and complete the terminated Work by whatever method it deems expedient, including the hiring of other subcontractors under such form of contract as the Contractor may deem advisable. In such case, Subcontractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the amount to be paid on the Subcontract shall exceed the sum of the expense of finishing the work, compensation for additional material and administrative services or other incidental and consequential costs and damages as the Contractor may suffer, plus 10% Contractor profit, such excess shall be paid to Subcontractor. If such expenses, compensation, costs, damages, and profit shall exceed such unpaid balance, Subcontractor and its sureties, if any, shall be liable for and shall pay the difference to the Contractor. Failure of the Contractor to exercise any of the rights given it under this Section shall not excuse Subcontractor or its sureties from responsibility for compliance with the provisions of this Subcontract nor prejudice any other rights or remedies of the Contractor. The Subcontractor shall continue the performance of this Subcontract to the extent not terminated under the provisions of this Section. If, after notice of termination of this Subcontract, it is determined for any reason that the Subcontractor was not in default or that the default was excusable under the provisions of this Subcontract, the Subcontractor's sole remedy shall be the same as if the notice of termination had been issued pursuant to the Section entitled "Termination for Convenience." The rights and remedies of the Contractor provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subcontract.

Section 22 Specific Provisions Inserted. The attachment hereto of specific provisions of the Contract between the Contractor and the Owner is for purposes of emphasis or to comply with applicable law or regulations and is not to be construed as an exclusion of other provisions of this Contract.

Section 23 Prior Understanding or Representation. The Contractor assumes no responsibility for any understanding or representations made by any of its officers or agents prior to the execution of this Subcontract, unless such understanding or representations by the Contractor are expressly stated in the Subcontract.

Section 24 Equal Employment. All of the requirements for Equal Employment Opportunity as contained in 41 CFR 60-1.4 or as it may be amended or supplemented are hereby incorporated by this reference as if fully set forth herein. The Subcontractor is responsible for complying with all EEO, MBD, WBE, SBE, etc. requirements of the Contractor.

Section 25 Captions. The captions at the beginning of each Section of this Subcontract are for convenience only and are to be given no weight in construing the provisions of this Subcontract.

Section 26. E-Verify. Subcontractor agrees to use the Department of Homeland Security's E-Verify system to determine the work eligibility status of its employees if the same is required by the laws of the jurisdiction in which the work contemplated by this Subcontract Agreement will be performed.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

Sampson Construction Co., Inc.

«Company»

Signature

Signature

Officer

Date

Officer

Date

SAMPLE

STANDARD SUPPLIER AGREEMENT

(Special Form for Materials Only)

Re: _____

Job Number: _____

THIS AGREEMENT, made this _____, by and between **Sampson Construction Co., Inc.**, hereinafter called the Contractor, and «**Company**» hereinafter called the Supplier.

WITNESSETH, that, WHEREAS, the Contractor has heretofore entered into a contract with _____, hereinafter called the Owner, to furnish certain material for the erection and completion of the _____ located at _____.

The Supplier Agrees as Follows:

ARTICLE I. To furnish and deliver all the material F.O.B. jobsite necessary to complete the following portions of the work included in said contract between the Contractor and Owner in all respects, as the Contractor is required by _____ **Specifically:**

«**Division**»

«**Section1**»

«**Section2**»

«**Section3**»

ARTICLE II. To pay for all materials, skill, labor and instrumentalities used in, or in connection with, the performance of this contract, when and as bills or claims therefore become due, and to save and protect the premises, the Owner, and the Contractor from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the Contractor when and if required, that he has complied with the above requirements. This provision shall not be construed as a waiver of the right of the Supplier to file and enforce a lien claim as against the Owner in the event of the Contractor's failure to pay the Supplier. As an express condition precedent to the making of partial or final payment, the Contractor will require the Supplier to accurately complete the furnished Affidavit identifying all suppliers, if their current or expected amount is greater than \$5,000. In connection with the Affidavit, Supplier represents to the Owner and Contractor that the list is accurate and complete. Supplier agrees to use the "Application and Certificate for Payment (AIA Document G702 and AIA Document G703) form for all payments requested.

ARTICLE III. That he has examined all the plans and read all the specifications prepared by the Architect, for the entire work, of which the materials covered by this contract is a part, and that he will be bound by any and all parts of said plans and specifications insofar as they relate to the material herein undertaken to be furnished. Supplier will, to the fullest extent permitted by law, indemnify and defend the Contractor and Owner against and save each of them harmless from any and all claims, suits, liability, expense or damage arising out of and caused by Supplier's actions or performance hereunder.

ARTICLE IV. That the material to be furnished under this contract will be in strict accordance with the requirements of the plans and specifications, and that samples of such materials and shop drawings required will be furnished for the approval of the Architect and the Owner and that all materials furnished shall be in strict accordance with such approved samples and/or shop drawings.

ARTICLE V. To make any and all changes, furnishing the materials that the Contractor may require without nullifying this agreement, at a reasonable addition to, or reduction from, the contract price, hereinafter named. **NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE CONTRACTOR.** The amount to be paid by the Contractor, or allowed by the Supplier, by virtue of such alterations, shall be stated in such written order.

ARTICLE VI. That the material called for in this contract is to be furnished promptly when requested by the Contractor, so that the work will not be delayed waiting for such material, and the Supplier agrees to complete the delivery of material covered by this contract at such times and in such manner that the Contractor can complete all of the work included in its contract with the Owner. If delivery is not made as herein provided, it is hereby agreed that damages arising from the nonfulfillment of this contract as regards time shall be deducted from the contract price, and be as liquidated damages and not in the nature of a penalty and shall be actual damages.

ARTICLE VII. It will be a requirement of this contract that all Suppliers must have a safety program and will abide by the safety standards of OSHA. Any fines levied by OSHA to the general contractor resulting from violations of the OSHA standards by the Supplier will be deducted from payment for work performed.

ARTICLE VIII. Supplier agrees that failure to perform work in accordance with Article VI and failure to satisfy all debts and obligations under this agreement or any other agreement the Supplier has with Sampson Construction, a reasonable amount of monies necessary to satisfy such failure(s), shall be withheld from payments on this agreement until such failure(s) are remedied.

The Contractor Agrees as Follows:

ARTICLE IX. To pay the Supplier for such material herein undertaken to be furnished the sum of «TOTAL», subject to additions and deductions as hereinbefore provided, and such sum shall be paid by the Contractor to the Supplier as the material is delivered in monthly installments, as follows:

per architectural specifications

The Parties Agree as Follows:

ARTICLE X. It is mutually agreed between the parties hereto, that no payment made under this contract, except the final payment, shall be conclusive evidence of the performance of this contract, either in whole or in part, and that no payment shall be construed to be an acceptance of improper materials.

ARTICLE XI. The Contractor and the Supplier jointly agree as follows: (a) A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Agreement terms, payment of money, extension of time or other relief with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in questions between the Contractor and the Supplier arising out of or relating to his Agreement. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

(b) All Claims asserted by the Supplier against the Contractor shall be asserted in conformity with the provisions of the general conditions of the specifications and addenda.

(c) The Contractor shall submit to the Owner all Claims asserted by the Supplier, pursuant to the provisions of the general conditions of the specifications and addenda, provided that the Supplier has complied with all the provisions thereof and the Supplier hereby appoints the Contractor as its agent for such purpose and agrees to do all acts and make, execute and deliver such additional documents or instruments as the Contractor may deem necessary or advisable to submit the Claim to the Owner.

(d) If the Owner or the Architect require the Contractor to submit the Claim of the Supplier under the name of the Contractor, the Contractor shall do so, and Supplier covenants, agrees and acknowledges that by doing so, Contractor has not created, assumed or admitted any liability for the Claim to the Supplier and the Supplier agrees to protect, defend and indemnify and hold harmless the Contractor from any costs, damages or expense arising out of or related to the submission of the Claim in the name of the Contractor.

(e) If the Architect rejects the claim in whole or in part, or suggests a compromise or if the Architect rejects the Claim, or if at any time in the process of submitting the Supplier's Claim the Contractor so elects, then at the sole discretion of the Contractor, the Contractor may assign its interest in the Supplier's Claim, if any, or its own Claim against the Owner arising out of the Supplier's Claim, to the Supplier who shall be responsible for all further proceedings to prosecute or compromise the Claim and the Contractor shall have no further responsibility whatsoever with respect to the Claim or the subject matter of the Claim to the Supplier.

(f) In no event shall the Contractor be liable to the Supplier on (i) any Claim for any amounts in excess of those which the Contractor may receive from the Owner in payment of the Claim; or (ii) a Claim for which Contractor has made an assignment as provided in paragraph e.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

Sampson Construction Company, Inc.

«Company»

Signature

Signature

Officer

Date

Officer

Date