

CROSSLAND

HEAVY CONTRACTORS

MATERIAL CONTRACT

FOR:

BWD Western Corridor Pump Station

Job No. :

Contract No.: {Contracts.ContractNumber}

Exhibit.:

TO:

{ToCompany.Name}

{ToContact.DisplayAddress}

Phone: {ToContact.Tel} Fax: {ToContact.Fax}

Contract Amount: {Contracts.OrigValue}

Management Address:

Contact: {FromContact.DisplayName}

{FromContact.DisplayAddress}

PH: {FromContact.Tel} Email:{FromContact.EMail}

www.heavycontractors.com

Billing Address:

P.O. BOX 350

833 S.E. Ave.

Columbus, KS 66725

PH: 620-429-1410 Fax: 620-429-2977

Jobsite/Shipping Address:

Contact: {Projects.Superintendent}

{Projects.Address}

{Projects.JobTel}

THIS AGREEMENT, made on, {Date.Short Date} by and between {Company.Name}, hereinafter called the Seller, and Crossland Heavy Contractors, Inc., hereinafter called the Contractor, WITNESSETH:

Section 1. The Seller agrees to furnish all material set forth in "Section 2" hereof necessary in the construction of {Projects.Name} for {LegalDocInfo.Owner}, hereinafter called the Owner, at {LegalDocInfo.OwnerAddr1}, in accordance with the terms and provisions of the Contract between the Owner and the Contractor, dated {LegalDocInfo.ContractDate}, and General and Special Conditions, Drawings and Specifications prepared by {LegalDocInfo.ArchName}, hereinafter called the Architect or Engineer, forming a part of the Contract between Contractor and the Owner, all of which shall be considered part of this Agreement by reference thereto, and the Seller agrees to be bound to the Contractor by the terms and provisions thereof.

Section 2. It is agreed that the materials to be furnished by the Seller are as follows:

Description

Item No.	Quantity	UOM	Material	Unit Price	Extended Price

Inclusions	
001	Equipment to be supplied per the contract drawings and specifications including referencing specifications within.
002	Submittal procedures unless noted otherwise.
003	Specified Quality Control Requirements
004	Specified Product Requirements
005	Specified Testing, Training, and Facility Start-Up
006	Specified Operation and Maintenance Data
007	Specified Demonstration and Training
008	Specified Manufacturers Certificate of Proper Installation
009	Specified Unit Process Start-Up Form
010	Specified Facility Performance Demonstration Certification
011	Specified Post Final Inspection
012	Specified Commissioning
013	Specified Project Design Criteria
014	Specified Seismic Design Criteria
015	Specified Wind Design Criteria
016	All lubricants to be supplied by the manufacturer for initial startup.
017	Warranty period to commence upon written acceptance from the Owner & Engineer of Record.
018	Approval of Operation and Maintenance Manuals shall be a condition of final payment.
019	Anchor bolt design and supply for installed equipment unless noted otherwise in the contract drawings and specifications.

Exclusions:	

ADDENDA INCLUDED: {Contracts.Addenda}

All material furnished under this Agreement is to be delivered F.O.B Jobsite. FACTORY with freight allowed to JOBSITE.

Section 3. The Contractor agrees to pay the Seller for the materials to be furnished, as aforesaid, the sum of {Contracts.OrigValue} Dollars which is based on estimated quantities and is subject to additions and deductions for changes as may result from operation of Contractor's contract with Owner, as follows:

Partial payment requests must be to the Contractor at the billing address by the 20th of each month. Payments will be made to the Seller each month in an amount equal to (5% "Percent") less the full value of materials delivered to the site, computed on the basis of the prices set forth above, of the quantity as estimated by the Architect or Engineer, less the aggregate of previous payments made hereunder, but such partial payments shall not become due to Seller until 10 days after the Contractor receives payment for such materials from the Owner. If the Contractor receives payment from the Owner for less than the full value of materials delivered to the site but not yet incorporated into the work, the amount due to the Seller on account of such materials delivered to the site shall be proportionately reduced. No partial payment to the Seller shall operate as approval or acceptance of the materials furnished hereunder. Upon complete performance of this Material Contract by the Seller and Final approval and acceptance of the materials by the Owner, the Contractor will make final payment to the Seller of the balance due him under this Material Contract within 10 days after full payment for such materials has been received by the Contractor from the Owner. If at any time prior to final payment hereunder, the Owner reduces the amount of retainage withheld from the Contractor, the Contractor may, at its sole discretion, reduce accordingly the retained percentage withheld from the Seller.

The Contractor may deduct from any amounts due or to become due to the Seller, any sum or sums owing by the Seller to the Contractor; and in the event of breach by the Seller of any part of this Agreement, or in the event of any lien, claim or other liability asserted against the Contractor, arising out of the Seller's performance hereunder, which the Seller hereby agrees to save him harmless from and indemnify him against, the Contractor shall have the right to retain out of any payments due of to become due to the Seller an amount sufficient to completely protect the Contractor from damage resulting therefrom, until the situation has been completely eliminated or adjusted by the Seller.

Section 4. The amount of all additions and reductions to be made to or form the amount of the contract price shall be agreed upon in writing by the parties hereto, such agreement not being valid unless signed by officers or other authorized representatives of the Contractor. In case of disagreement between the parties hereto as to additions or reductions the same shall be determined by the Architect or Engineer by certificate in writing, before any such changes in materials are made, otherwise no allowance therefore shall be made.

Section 5. The Seller agrees to furnish the materials called for under this Agreement within the following timeline:

Submittal & Material Delivery Schedule Requirements

The Seller agrees to reimburse the Contractor for any and all Liquidated damages that may be assessed against and collected from the Contractor which are attributable to or caused by the Seller's failure to furnish the materials within the time or times as provided above, and in addition thereto, agrees to pay to the Contractor such other or additional damages as the Contractor may sustain by reason of such delay by the Seller. The payment of such damages shall not release the Seller from his obligation to otherwise fully perform this Agreement. Upon written request by the Contractor, the Seller shall furnish to the Contractor such evidence as the Contractor may require relating to the Seller's ability to fully perform this Agreement in the manner and within the time specified herein.

No allowance of an extension of time, for any cause whatever, shall be claimed by the Seller or to be made him, unless the Seller shall have made written request upon the Contractor for such extension, within forty-eight hours after the cause for such extension occurred, and unless the Contractor and Seller have agreed in writing upon the allowance of additional time to be made. If such extension of time is requested as aforesaid and the Contractor and Seller cannot agree thereupon, the Architect or Engineer shall determine by certificate in writing what, if any, extension of time shall be allowed.

No allowance of an extension of time shall, in any event, be made to the Seller, for delay by the Seller in preparing his drawings, or in securing approval of the Architect or Engineer thereto when such drawings are not properly prepared for approval of the Architect or Engineer, or when the Seller by the exercise of reasonable diligence or good business judgment could have anticipated and avoided the delay. All drawings of the Seller must be submitted for approval of the Architect or Engineer through the Contractor's office.

Section 6. In the event the Seller fails to comply with the provisions herein and the failure is not corrected within five days after written request by the Contractor to the Seller, the Contractor may, without prejudice to any other right or remedy, furnish or secure elsewhere the necessary materials to remedy the situation, at the expense of the Seller.

Section 7. The Seller shall provide and maintain Workmen's Compensation and Employees' Liability Insurance for the protection of his employees, as required by law of an employer. The Seller shall also provide and maintain in full force and effect during the term of this Material Contract, insurance (including but not limited to insurance covering the operation of automobiles, trucks and other vehicles) in a company satisfactory to the Contractor, protecting the Seller, the Owner and the Contractor against liability from damages because of injuries, including death, suffered by persons other than employees of the Seller and liability from damages to property arising from and growing out of the Seller's operations in connection with the performance of this Material Contract.

Such insurance covering personal injuries or death shall be in the sum of not less than \$ 1,000,000.00 for one person and not less than \$ 1,000,000.00 for a single accident, and the insurance covering damage to property shall be in the sum of \$ 1,000,000.00 for one accident and \$ 1,000,000.00 aggregate. Written proof satisfactory to the Contractor of compliance with the requirements of this section shall be furnished upon request before starting delivery of material.

Section 8. The Seller further obligates himself to the Contractor in the following respects, to-wit: (a) The Seller shall indemnify the Contractor against and save him harmless from any and all claims, suits or liability for infringement or violation of any patent or patent right arising in connection with this Agreement and anything done thereunder. (b) The Seller shall indemnify the Contractor against and save him harmless from any and all claims, suits or liability for injuries to property, injuries to persons including death, and from any other claims, suits or liability, on account of any act or omission of the Seller, or any of his officers, agents, employees or servants, (c) The Seller shall pay for all materials furnished and labor performed under this Agreement, and shall satisfy the Contractor thereupon whenever demand is made, and shall indemnify the Contractor and the Owner against and save them and the premises harmless from any and all claims, suits, or liens therefor, by others than the Seller. (d) The Seller warrants and guarantees the materials covered by this Agreement, and agrees to make good, at his own expense, any defect in materials which may occur or develop prior to the Contractor's release from responsibility to the Owner therefor. (e) The Seller, in addition to the obligations set forth in this Agreement, assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner, as set forth in the Contract, General and Special Conditions, Drawings and Specifications hereinabove referred to, insofar as applicable, generally or specifically, to the materials furnished under this Agreement.

And the Seller shall indemnify the Contractor and the Owner against, and save them harmless from, any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any of the aforesaid matters.

Section 9. The Seller must obtain and pay for all permits, licenses, tests and official inspections necessary to his performance under this Agreement, and shall comply with all laws, ordinances and regulations bearing on the production of his material and the delivery thereof.

Section 10. The Seller shall not assign or sublet this contract or any part thereof without the written consent of the Contractor.

Section 11. The Contractor assumes no responsibility for any understanding or representation made by any of its officers or agents prior to the execution of this Material Contract, unless such understanding or representation by the Contractor are expressly stated in this Material Contract.

Section 12. Bonding. The Material Contractor shall furnish a Supply bond in an amount equal to the full Material Contract price. Such bond shall be on a form furnished by, and with a surety satisfactory to, the Contractor. Premium for such bond shall be paid by the Material Contractor unless otherwise agreed upon in writing by the parties hereto.

ADDITIONAL PROVISIONS:

1. This material contract is contingent upon award of prime contract to the contractor.
2. This material contract is contingent upon award of owner's acceptance of the seller.
3. The seller shall submit partial waivers of lien monthly, failure to comply with this shall be cause for the contractor to withhold partial payments to the subcontractor.
4. The seller is responsible for all shop drawings, material samples, catalogue cuts, certifications and any other required submittals that pertain to sellers' specific items of work. **{Contracts.Udf_Submittal_Requirements}**
5. At time of final payment to the seller, the contractor shall be furnished with a final waiver of lien from the seller.
6. Prices listed in Section 2 are good for the life of the job.
7. Shippers must give 48-hour advanced notice before delivery to jobsite. (Jobsite contact listed above)

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their proper officers or authorized representatives.

Contractor	Vendor
Crossland Heavy Contractors, Inc.	{ToCompany.Name}
Print:	Print:
Signature:	Signature:
Date:	Date: