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RIGHTS OF SUPPLIERS TO SUPPLIERS
 Revised September 1, 2015

A. SUPPLIERS CLEARLY HAVE LIEN OR BOND CLAIM RIGHTS

STATE	PRIVATE WORKS	PUBLIC WORKS
GEORGIA		Suppliers to suppliers have the right to bring a claim against the contractor's payment bond, security deposit, etc. [Barton Malow Co. v. Metro Mfg., Inc., 214 Ga.App. 56, 446 S.E.2d 785 (Ct.App.Ga. 1994)]
ILLINOIS	Though it's not as explicit as it could be, it appears that suppliers to suppliers do have lien rights. [A.Y. McDonald Mfg. Co. v. State Farm Mut. Auto. Ins. Co., 225 Ill.App.3d 851, 587 N.E.2d 623 (App. 4 Dist.1992), appeal denied 596 N.E.2d 625]	
MISSOURI	Suppliers to suppliers have lien rights. [Knapp Bros. Mfg. Co. v. Kansas City Stockyards Co. of Missouri, 152 S.W. 119 (App. 1912)]	
NEW JERSEY	Suppliers to suppliers have lien rights, at least where the materials are delivered to the jobsite and incorporated into the project. [2A:44A-3; William G. Burris, Jr. & Son, Inc. v. Hilton Hotels Corp., 214 N.J.Super. 95, 518 A.2d 511 (A.D.1986),	

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	certification denied 107 N.J. 137, 526 A.2d 201]	
OHIO		Suppliers to suppliers may bring a claim against the bond, but only when they are supplying a supplier to the general contractor. [<u>EFCO Corporation v. Advanced Glazing Technology, Inc.</u> , Not Reported in N.E.2d, 1994 WL 194984 (Ohio App. 1994); <u>J.T. Weybrecht's Sons Co. v. Hartford Acc. & Indemn. Co.</u> , 119 N.E.2d 836 (1954); <u>American Guaranty Co. v. Cincinnati Iron & Steel Co.</u> , 115 Ohio St. 626, 155 N.E. 389 (Ohio 1927)]
OKLAHOMA		Suppliers to suppliers are apparently able to bring a claim against the bond. [<u>Yellow Pine Lumber Co., Inc. v. Insurance Co. of North America</u> , 882 F.2d 470 (10 th Cir.1989)]
UTAH	Suppliers to suppliers apparently have lien rights as long as their materials can be traced to the project, and they comply with all notice requirements.	Suppliers to suppliers will have rights against the bond as long as the material has been furnished to or can otherwise be traced to the public project, and the claimant has complied with the notice requirements. [Note change in statutory language since <u>Western Coating, Inc. v. Gibbons & Reed Co.</u> , 788 P.2d 503 (1990)]
WYOMING		On contracts with all agencies except the Department of Administration and Information, a supplier to a supplier to a sub will be covered. [<u>D & L Building, Inc. v. State for Use and Benefit of Maltby Tank & Barge, Inc.</u> , 747 P.2d 517 (1987)]

B. SUPPLIERS MAY HAVE LIEN OR BOND CLAIM RIGHTS

STATE	PRIVATE WORKS	PUBLIC WORKS
ALABAMA		Suppliers to suppliers do not have rights to claim against the bond, unless the supplier is deemed to be a subcontractor where their materials form a substantial part of the general

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		contract, and are custom fabricated. [Sparks Const., Inc. v. Newman Bros., Inc., 288 So.2d 749 (Ct.App.Ala. 1974)]
ALASKA	Suppliers to suppliers do not have lien rights, however it MAY be possible to bring a claim if the initial supplier is supplying the general contractor, and the initial supplier can be deemed to have charge of the project in whole or in part, but it is unlikely.	Suppliers to suppliers most likely do not have rights against the bond, as Alaska follows the Miller Act, but the statutes and case law are not explicit on this point.
CALIFORNIA	If the claimant performs a substantial part of the work in accord with the plans and specifications of such contract (especially by custom manufacturing the materials), he or she may be deemed to be a subcontractor rather than a supplier, potentially giving the claimant's suppliers lien and/or bond claim rights. This is the ONLY situation when a supplier to a supplier would have these rights. [John A. Roebling's Sons Co. v. Humboldt Electric Light & Power Co., et al., 44 P.568 (1896); [Thiesen v. Los Angeles County, 352 P.2d 529 (1960)]	If the claimant performs a substantial part of the work of improvement in accord with the plans and specifications of such contract (especially by custom manufacturing the materials), he or she may be deemed to be a subcontractor rather than a supplier, potentially giving the claimant's suppliers lien and/or bond claim rights. This is the ONLY situation when a supplier to a supplier would have these rights. [John A. Roebling's Sons Co. v. Humboldt Electric Light & Power Co., et al., 44 P.568 (1896); [Thiesen v. Los Angeles County, 352 P.2d 529 (1960)]
CONNECTICUT	There is nothing explicitly granting or denying lien rights to suppliers to suppliers. There probably are not lien rights, but it apparently has never been decided and the statute is not specific.	There is nothing explicitly granting or denying bond claim rights to suppliers to suppliers. There probably are not bond claim rights, however, as third- and fourth-tier claimants are considered too remote to be protected. The issue has apparently has never been decided, however, and the statute is not specific.
DELAWARE	It is not explicit but it is unlikely that suppliers to suppliers have lien rights. Gould v. Dynalectric, 435 A.2d 730 (1981)]	Suppliers to suppliers will only have bond rights if the terms of the surety bond explicitly grant them such rights.
HAWAII	Suppliers to suppliers may have lien rights; nothing explicitly authorizes or forbids it.	Suppliers to suppliers do not have bond claim rights unless the specific public body letting the contract has special rules allowing it. The statute is intended to follow the Miller Act, so coverage is not likely. [103D.324]
IDAHO		Where a supplier to the general contractor is performing a major part of the contract (by supplying materials), a supplier to that supplier will have a claim against the bond. The outcome is uncertain, however, where the

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		materials supplied were only a small part of the contract. [LaGrand Steel Products Co. v. A.S.C. Constructors, Inc., 108 Idaho 817, 702 P.2d 855, review denied 116 Idaho 466, 776 P.2d 828 (1985)]
ILLINOIS		Suppliers to suppliers MAY have bond claim rights, especially if their customer is contracting directly with the general contractor.
IOWA	Though it's not explicit and there is no case law on the issue, it appears that a supplier to a supplier will have lien rights, as suppliers are deemed contractors or subcontractors for the purposes of the lien law statutes.	
MAINE	Suppliers to suppliers MAY have lien rights; it's not clear. In order to have any chance of a claim, however, the materials must have actually been incorporated into the building, and they must have been furnished for and identifiable to a particular building, relying in part upon the credit of the building, and not sold on open account for general use in reliance on the customer's credit.	
MARYLAND	It appears that suppliers to suppliers may have lien rights. It may be necessary to prove that the materials were either delivered to the jobsite or actually incorporated into the project.	
MASSACHUSETTS	Suppliers to suppliers may have lien rights. There does not appear to be any case law or statutory language ruling coverage in or out.	
MINNESOTA	It appears that suppliers to suppliers MAY have lien rights, especially if the materials are delivered to the jobsite or are specially manufactured for the specific project.	Suppliers to suppliers are not covered, unless the supplier receiving the materials can be considered a subcontractor for the purposes of the act, which the court will interpret liberally. (The court has deemed a vendor of a large number of doors for a project to be a subcontractor, entitling its supplier to lien rights. [Weyerhaeuser Co. v. Twin City Millwork Co., 291 Minn. 293, 191 N.W.2d 401 (1971)])
		Suppliers to suppliers do not have rights against

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MISSOURI		<p>the payment bond, at least where the supplier is supplying a sub-subcontractor. It is possible, though there is no case law on the question, that where a claimant is supplying a supplier to the general contractor, that the claimant would be covered. It is a risky claim, however.</p> <p>[<u>City of Kansas City, MO ex rel. Lafarge North America Inc. v. Ace Pipe Cleaning, Inc.</u>, 349 S.W.3d 399 (Mo.App. W.D.2011)]</p>
MONTANA	<p>Apparently suppliers to suppliers have lien rights.</p> <p>[<u>Duignan v. Montana Club</u>, 40 P. 294 (1895)]</p>	<p>Apparently suppliers to suppliers have rights to claim against the bond.</p> <p>[<u>Robintech, Inc. v. White & McNeil Excavating, Inc.</u>, 709 P.2d 631, 218 Mont. 404 (1985)]</p>
NEBRASKA	<p>Suppliers to suppliers generally do not have lien rights. BUT, where the supplier constructs a definite, substantial part of the work of improvement in accord with the plans and specifications of such contract, the supplier may be considered a subcontractor; otherwise the supplier is a material supplier. It is not necessary that the supplier enters upon the jobsite and does the construction there.</p> <p>[<u>Blue Tee Corp. v. CDI Contractors, Inc.</u>, 247 Neb. 397, 529 N.W.2d 16 (1995)]</p>	<p>A supplier to a supplier in general is not entitled to bring a bond claim, but in certain circumstances it will be allowed. Where, for example, the supplier contracting with the contractor has taken responsibility for a large and definable part of the construction project, the supplier may be considered a subcontractor; otherwise the supplier is a material supplier. If the supplier can be considered a subcontractor, then its suppliers will be covered by the bond.</p> <p>[<u>McElhose v. Universal Surety Co.</u>, 158 N.W.2d 228 (1968)]</p>
NEVADA	<p>Suppliers to suppliers may have lien rights.</p>	<p>Suppliers to suppliers may have a right to bring a claim against the bond, but probably not. Only claimants supplying the general or first-tier contractor can bring a bond claim.</p>
NEW HAMPSHIRE	<p>Suppliers to suppliers do not have lien rights, at least where the claimant's customer is supplying a subcontractor. It is not clear if they have rights where the customer is supplying the direct contractor.</p> <p>[<u>Westinghouse Elec. Supply Co. v. Electromech, Inc.</u>, 409 A.2d 1142 (1979)]</p>	
	<p>Suppliers to suppliers have lien rights, at least where the materials are delivered to the jobsite and incorporated into the project.</p>	<p>Suppliers to suppliers do not have rights against the payment bond or contract funds, however, where a supplier's contract involves material integral to the principal contract, requiring substantial on-site or off-site fabrication before</p>

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NEW JERSEY	[2A:44A-3; <u>William G. Burris, Jr. & Son, Inc. v. Hilton Hotels Corp.</u> , 214 N.J. Super. 95, 518 A.2d 511 (A.D.1986), certification denied 107 N.J. 137, 526 A.2d 201]	it can be installed, MAY be deemed a subcontractor under the bond laws, as the supplier may be significantly involved in performance of the “same work” undertaken by the prime contractor. [<u>Unadilla Silo Co., Inc. v. Hess Bros., Inc.</u> , 586 A.2d 226 (1991)]
NEW MEXICO	A manufacturer supplying a supplier may have a lien claim if it can be established that the supplier is in fact a sub, even if they are performing their work off site. Otherwise, no lien rights for suppliers to suppliers [<u>Vulcraft v. Midtown Bus. Park, Ltd.</u> , 800 P.2d 195 (1990)]	Suppliers to suppliers may have a right to bring a claim against the bond, as long as they are within the tiers covered by the bond. Check the terms of the bond itself. [<u>Hasse Contracting Co., Inc. v. KBK Financial, Inc.</u> , 1997, 125 N.M. 17, 956 P.2d 816, <i>certiorari granted</i> 124 N.M. 589, 953 P.2d 1087, <i>affirmed but criticized</i> 127 N.M. 316, 980 P.2d 641]
NEW YORK	Suppliers to suppliers do not have lien rights. If, however, the supplier acts merely as a broker, the manufacturer MAY have lien rights. [<u>Robert Mfg. Co., Inc. v. South Bay Corp.</u> , 368 N.Y.S. 2d 413 (1975)]	Suppliers to suppliers are generally not covered, but there is case law stating that if the bond does not explicitly limit its coverage to those supplying contractors and subcontractors, then suppliers to suppliers MAY be covered by the bond, though they will not have a claim against the funds held by the state. But if the bond is carefully written, suppliers to suppliers will not be able to bring a bond claim. [<u>Gernatt Asphalt Products, Inc. v. Bensal Const., Inc.</u> , 60 N.Y.2d 871, 470 N.Y.S.2d 362, 458 N.E.2d 821 (1983)]
NORTH CAROLINA	Where a claimant is supplying a supplier knowing where the product will ultimately be used, and the claimant is selling the product to the supplier specifically for use in that project, then the claimant (a supplier to a supplier) will have lien rights. [<u>Queensboro Steel Corp. v. East Coast Mach. & Iron Works, Inc.</u> , 346 S.E.2d 248, 82 N.C.App. 182, review denied 349 S.E.2d 865, 318 N.C. 508 (1986)]	Suppliers to suppliers MAY have rights to claim against the bond. The statutory language is broad enough to allow it, but case law has not discussed the issue. Miller Act decisions may be relevant but are not binding. [<u>HSI North Carolina, LLC v. Diversified Fire Protection of Wilmington, Inc.</u> , 611 S.E.2d 224 (2005)]
NORTH DAKOTA	Suppliers to suppliers MAY have lien rights; the statutory language is broad enough to allow it, but apparently no courts have ruled on the issue. This is true	

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	for both real property liens and well or pipeline construction liens.	
OHIO	Suppliers to suppliers may have lien rights, but apparently only where they are not too far removed from the owner. In other words, where the claimant’s customer is supplying the owner directly, the supplier to the customer will have lien rights. Otherwise, suppliers to suppliers do not have lien rights. [<u>Alsco, Inc. v. Munday</u> 110 Ohio App. 446, 169 N.E.2d 556, (Montgomery 1959); <u>Monitor-Rentenbach v. Bethlehem Steel Corp.</u> , Not Reported in N.E.2d, 1992 WL 98015 (1992)]	Suppliers to suppliers may bring a claim against the bond, but only when they are supplying a supplier to the general contractor. [<u>EFCO Corporation v. Advanced Glazing Technology, Inc.</u> , Not Reported in N.E.2d, 1994 WL 194984 (Ohio App. 1994); <u>J.T. Weybrecht’s Sons Co. v. Hartford Acc. & Indemn. Co.</u> , 119 N.E.2d 836 (1954); <u>American Guaranty Co. v. Cincinnati Iron & Steel Co.</u> , 115 Ohio St. 626, 155 N.E. 389 (Ohio 1927)]
OREGON	Suppliers to suppliers MAY have lien rights, but only if they are supplying materials to a contractor or other person having charge of the construction or preparation. If the supplier can show that its customer (another supplier) in fact had “the right to control the means, method and manner of accomplishing the result desired for the finished product, albeit pursuant to plans and specifications provided by the owner,” then the supplier to the supplier may have lien rights. [<u>Nucor Corp. v. Mohr Const. Co.</u> , 763 P.2d 754, 755-756, 93 Or.App. 709 (Or.App. 1988)]	Suppliers to suppliers MAY have lien rights; it isn’t clear.
PUERTO RICO		Suppliers to suppliers MAY have bond claim rights; it has apparently never been addressed or decided.
RHODE ISLAND	Suppliers to suppliers apparently do have lien rights, as long as the claimant’s customer was supplying a general or subcontractor, and not the owner directly. [<u>Myles P. Flaherty Associates, Inc. v. Russo</u> , 685 A.2d 663 (1996)]	Suppliers to suppliers may have a right to bring a claim against the bond.
	Suppliers to suppliers apparently do not have lien rights. There may be some	Suppliers to suppliers apparently may have rights against the payment bond, where the

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SOUTH CAROLINA	argument for coverage if the claimant's customer has a contract with the direct contractor.	customer has a contract with the bonded contractor. [11-35-3030]
TENNESSEE	Suppliers to suppliers on projects other than 1-4 family residential owner-occupied projects apparently have lien rights. The statutes were rewritten in 2007 to be very broad and allow for it, but prior to 2007 the statutes and case law did not allow for suppliers to suppliers to have lien rights. There is no case law addressing the revised statute, but it does seem to allow for it.	
TEXAS	Suppliers to suppliers MAY have statutory lien rights, but probably not. The statutory language is broad enough to allow it, though.	Suppliers to suppliers MAY have the right to bring a claim against the bond, but it is not certain. The statutory language is broad enough to allow it, but apparently no courts have ruled on the issue.
VERMONT	Suppliers to suppliers may have lien rights, but it depends on the interpretation of the word "subcontractor," which is not defined in the statutes.	Suppliers to suppliers may have a right to bring a claim against the bond, but only if the bond itself provides for it. Check the terms of the bond.
VIRGINIA	Suppliers to suppliers may have lien rights, it hasn't yet been determined. The statutory language appears broad enough to allow it, though.	Suppliers to suppliers probably don't have bond rights, but it hasn't yet been determined.
WEST VIRGINIA	Suppliers to suppliers MAY have statutory lien rights, but probably not. The statutory language is arguably broad enough to allow it, though.	
WISCONSIN	Suppliers to suppliers MAY have statutory lien rights, but probably not. The statutory language is broad enough to allow it, though.	Suppliers to suppliers MAY have bond claim rights, if their customer is contracting directly with the general contractor, but it isn't a strong likelihood.
WYOMING		Under Contracts with the Department of Administration and Information, it is not clear whether suppliers to suppliers will be covered.

C. SUPPLIERS CLEARLY DO NOT HAVE LIEN OR BOND CLAIM RIGHTS

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STATE	PRIVATE WORKS	PUBLIC WORKS
ALABAMA	Suppliers to suppliers do not have lien rights.	
ARIZONA	Suppliers to suppliers do not have lien rights. If, however, the supplier is deemed a sub, then its supplier may have rights. The test to determine whether a supplier is actually a sub is (1) whether the custom in the trade considers the supplier a sub or a supplier; (2) whether the items supplied are generally available or are they “customized”; (3) to determine if they are “customized,” do the plans and specs require a unique product, or are the specs merely descriptive; and (4) does the supplier’s performance constitute a substantial and definite delegation of a portion of the performance of the prime contract. (So the situation would be deemed to be that of a supplier supplying a subcontractor.) [<u>Advance Leasing & Crane Co. v. Del E. Webb Corp.</u> , 573 P.2d 525 (1977)]	Suppliers to suppliers do not have rights against the payment bond. The statute is patterned after the Miller Act. If the parties potentially fall within the tiers of the Miller Act, and pass the test set out in the private works column of this chart, then potentially the claimant could be covered – but that is by being deemed to be supplying a subcontractor. [<u>Advance Leasing & Crane Co. v. Del E. Webb Corp.</u> , 573 P.2d 525 (1977)]
ARKANSAS	Suppliers to suppliers do not have lien rights. [<u>American States Ins. Co. v. Tri Tech, Inc.</u> , 812 S.W.2d 490 (Ark.App.1991)]	Suppliers to suppliers do not have rights against the payment bond. [<u>Sweetser Const. Co. v. Newman Bros., Inc.</u> , 236 Ark. 939, 371 S.W.2d 515 (Ark. 1963)]
CALIFORNIA	A supplier to a supplier does not have lien rights. If, however, the claimant performs a substantial part of the work in accord with the plans and specifications of such contract (especially by custom manufacturing the materials), he or she MAY be deemed to be a subcontractor rather than a supplier, potentially giving the claimant’s suppliers lien and/or bond claim rights. This is the ONLY situation when a supplier to a supplier would have these rights. [<u>John A. Roebling’s Sons Co. v. Humboldt Electric Light & Power Co., et al.</u> , 44 P.568 (1896); [<u>Thiesen v. Los Angeles County</u> , 352 P.2d 529 (1960)]	A supplier to a supplier does not have lien rights. If, however, the claimant performs a substantial part of the work in accord with the plans and specifications of such contract (especially by custom manufacturing the materials), he or she MAY be deemed to be a subcontractor rather than a supplier, potentially giving the claimant’s suppliers lien and/or bond claim rights. This is the ONLY situation when a supplier to a supplier would have these rights. [<u>John A. Roebling’s Sons Co. v. Humboldt Electric Light & Power Co., et al.</u> , 44 P.568 (1896); [<u>Thiesen v. Los Angeles County</u> , 352 P.2d 529 (1960)]
	Suppliers to suppliers do not have lien	Suppliers to suppliers do not have rights

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COLORADO	rights. [Schneider v. J.W. Metz Lumber Co., 715 P.2d 329 (Colo.1986)]	against the payment bond or contract funds. [Western Metal Lath, a Div. of Triton Group, Ltd. v. Acoustical and Const. Supply, Inc., 851 P.2d 875 (Colo.1993)]
CONNECTICUT	There is nothing explicitly granting or denying lien rights to suppliers to suppliers. There probably are not lien rights, but it apparently has never been decided and the statute is not specific. Lien rights may be more likely if the sub-supplier's customer is contracting with the general contractor.	There is nothing explicitly granting or denying lien rights to suppliers to suppliers. There probably are not lien rights, but it apparently has never been decided and the statute is not specific. The right to bring a bond claim may be more likely if the sub-supplier's customer is contracting with the general contractor.
D.C.	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
DELAWARE	It is not explicit but it is unlikely that suppliers to suppliers have lien rights. [Gould v. Dynalectric, 435 A.2d 730 (1981)]	Suppliers to suppliers will only have bond rights if the terms of the surety bond explicitly grant them such rights.
FLORIDA	Suppliers to suppliers do not have lien rights. [Troup Bros., Inc. v. State for Use and Benefit of Meadows Southern Const. Co., 135 So.2d 755 (Fla.App. 2 Dist., 1961)]	Suppliers to suppliers do not have rights against the payment bond. [Troup Bros., Inc. v. State for Use and Benefit of Meadows Southern Const. Co., 135 So.2d 755 (Fla.App. 2 Dist., 1961)]
GEORGIA	Suppliers to suppliers do not have lien rights. [Georgia-Pacific Corp. v. Dan Austin Properties, Inc., 126 Ga.App. 191, 190 S.E.2d 131 (Ct. App. Div. 3, 1972)]	
HAWAII		The statute is modeled after the Miller Act, thus presumably suppliers to suppliers do not have rights against the bond, unless the public body letting the contract specifically allows it.
IDAHO	Suppliers to suppliers do not have lien rights. [L&W Supply Corp. v. The Chartrand Family Trust, 136 Idaho 738, 40 P.3d 96 (2002)]	
INDIANA	Suppliers to suppliers do not have lien rights. [R.T. Moore Co., Inc. v. Slant/Fin Corp., 966 N.E.2d 636 (Ind.App.2012)]	Suppliers to suppliers do not have rights against the payment bond.
IOWA		Suppliers to suppliers do not have rights against the payment bond.
KANSAS	Suppliers to suppliers do not have lien rights. [J.W. Thompson Co. v. Welles Products Corp., 758 P.2d 738 (1988)]	Suppliers to suppliers do not have rights against the payment bond. [J.W. Thompson Co. v. Welles Products Corp., 758 P.2d 738 (1988)]

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KENTUCKY	Suppliers to suppliers do not have lien rights. [<u>Hightower v. Bailey</u> , 108 Ky. 198, 49 L.R.A. 255 (1942)]	Suppliers to suppliers do not have rights against the payment bond. [<u>Safeco Ins. Co. of America v. W.B. Browning Const. Co., Inc.</u> , 886 F.2d 807 (6th Cir. 1989)]
LOUISIANA	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond. [<u>AFCO Metals, Inc. v. Tudor Const. Co.</u> , 571 So.2d 698 (Ct.App. 2 Cir.1990)]
MAINE		It appears that suppliers to suppliers do not have rights against the bond. Only those supplying the contractor or a first-tier subcontractor have bond claim rights, and it does not appear that a supplier would qualify as a subcontractor.
MARYLAND		Suppliers to suppliers do not have against the payment bond. [<u>Atlantic Sea-Con, Ltd. v. Robert Dann Co.</u> , 582 A.2d 981, 321 Md. 275 (1990)]
MASSACHUSETTS		Suppliers to suppliers do not have rights against the payment bond. [<u>James D. Shea Co., v. Perini Corp.</u> , 321 N.E.2d 831(Mass.App., 1975)]
MICHIGAN	Suppliers to suppliers do not have lien rights. [<u>Wickes Lumber v. Coleman Village, Inc.</u> , 314 N.W.2d 541 (Ct.App.Mich.1981)]	Suppliers to suppliers apparently do not have rights against the payment bond, though there do not seem to be any cases directly on point.
MISSISSIPPI	Suppliers to suppliers do not have lien rights. [85-7-401, 85-7-403]	Suppliers to suppliers do not have rights against the payment bond. [31-5-51; <u>Frazier v. O'Neal Steel, Inc.</u> , 223 So.2d 661 (Miss.1969)]
NEBRASKA	Suppliers to suppliers generally do not have lien rights. BUT, where the supplier constructs a definite, substantial part of the work of improvement in accord with the plans and specifications of such contract, the supplier may be considered a subcontractor; otherwise the supplier is a material supplier. It is not necessary that the supplier enters upon the jobsite and does the construction there. [<u>Blue Tee Corp. v. CDI Contractors, Inc.</u> , 247 Neb. 397, 529 N.W.2d 16 (1995)]	A supplier to a supplier in general is not entitled to bring a bond claim, but in certain circumstances it will be allowed. Where, for example, the supplier contracting with the contractor has taken responsibility for a large and definable part of the construction project, the supplier may be considered a subcontractor; otherwise the supplier is a material supplier. If the supplier can be considered a subcontractor, then its suppliers will be covered by the bond. [<u>McElhose v. Universal Surety Co.</u> , 158

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		N.W.2d 228 (1968)]
NEVADA		Suppliers to suppliers probably do not have rights against the payment bond, as they are not supplying a subcontractor, and one must be supplying the general or a first-tier sub to have bond claim rights.
NEW HAMPSHIRE	Suppliers to suppliers do not have lien rights, at least where the claimant's customer is supplying a subcontractor. It is not clear if they have rights where the customer is supplying the direct contractor. [Westinghouse Elec. Supply Co. v. Electromech, Inc., 409 A.2d 1142 (1979)]	Suppliers to suppliers do not have rights against the payment bond. [447:15; <u>Lyle Signs, Inc. v. Evroks Corp.</u> , 132 N.H. 156, 562 A.2d 785 (1989)]
NEW JERSEY		Suppliers to suppliers do not have rights against the payment bond or contract funds. However, where a supplier's contract involves material integral to the principal contract, requiring substantial on-site or off-site fabrication before it can be installed, MAY be deemed a subcontractor under the bond laws, as the supplier may be significantly involved in performance of the "same work" undertaken by the prime contractor. [Unadilla Silo Co., Inc. v. Hess Bros., Inc., 586 A.2d 226 (1991)]
NEW MEXICO	A manufacturer supplying a supplier may have a lien claim if it can be established that the supplier is in fact a sub, even if they are performing their work off site. Otherwise, no lien rights for suppliers to suppliers	
NEW YORK	Suppliers to suppliers do not have lien rights. If, however, the supplier acts merely as a broker, the manufacturer MAY have lien rights. [Robert Mfg. Co., Inc. v. South Bay Corp., 368 N.Y.S. 2d 413 (1975)]	Suppliers to suppliers are generally not covered, but there is case law stating that if the bond does not explicitly limit its coverage to those supplying contractors and subcontractors, then suppliers to suppliers MAY be covered by the bond, though they will not have a claim against the funds held by the state. But if the bond is carefully written, suppliers to suppliers will not be able to bring a bond claim. [Gernatt Asphalt Products, Inc. v. Bensal Const., Inc., 60 N.Y.2d 871, 470 N.Y.S.2d

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		362, 458 N.E.2d 821 (1983)]
NORTH DAKOTA		Suppliers to suppliers do not have rights against the payment bond or contract funds. [Kinney Elec. Mfg. Co. v. Modern Elec. Co., 149 N.W.2d 69 (1967)]
OHIO	Suppliers to suppliers may have lien rights, but apparently only where they are not too far removed from the owner. In other words, where the claimant's customer is supplying the owner directly, the supplier to the customer will have lien rights. Otherwise, suppliers to suppliers do not have lien rights. [AlSCO, Inc. v. Munday 110 Ohio App. 446, 169 N.E.2d 556, (Montgomery 1959); Monitor-Rentenbach v. Bethlehem Steel Corp., Not Reported in N.E.2d, 1992 WL 98015 (1992)]	
OKLAHOMA	Apparently suppliers to suppliers do not have lien rights. It's not completely clear, but it doesn't look promising. [Schuman v. Teague, 156 P.2d 1010 (1945)]	
PENNSYLVANIA	Suppliers to suppliers do not have lien rights. [49 §1201]	Suppliers to suppliers apparently do not have rights against the payment bond. [Webster Brick Co., Inc. v. Fidelity & Deposit Co. of Maryland, 27 Pa. D. & C.3d 7 (1983)]
PUERTO RICO	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers MAY have bond claim rights; it has apparently never been addressed or decided.
SOUTH CAROLINA	Suppliers to suppliers apparently do not have lien rights. There may be some argument for coverage if the claimant's customer has a contract with the direct contractor.	Suppliers to suppliers apparently may have rights against the payment bond, where the customer has a contract with the bonded contractor. [11-35-3030]
SOUTH DAKOTA	Suppliers to suppliers apparently do not have lien rights. There may be some argument for coverage if the claimant's customer has a contract with the direct contractor.	Suppliers to suppliers apparently do not have lien rights. There may be some argument for coverage if the claimant's customer has a contract with the direct contractor.
TENNESSEE	On 1-4 family residential owner-occupied buildings, suppliers to suppliers do not have	Suppliers to suppliers do not have rights against the payment bond.

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	lien rights.	[<u>Inryco, Inc. v. Eatherly Const. Co.</u> , 793 F.2d 767 (6 th Cir. 1986)]
TEXAS	Suppliers to suppliers do not have the right to bring a constitutional lien, on the homestead or otherwise; the right to bring a statutory lien claim is uncertain, as the statutory language appears to allow it but the case law has been split on the issue. [53.001; <u>Grammar v. Hesperian</u> , 70 S.W.2d 220 (1934); <u>Hillsdale Gravel Co. v. Dennehy Const. Co.</u> , 185 S.W.2d 583 (Tex.Civ. App.Eastland,1945)]	Suppliers to suppliers do not have the right to bring a claim against the contract funds. [<u>Huddleston v. Nislar</u> , 72 S.W.2d 959 (Ct. Civ. App.Amarillo, 1934)]
UNITED STATES	Not applicable.	Suppliers to suppliers do not have rights against the payment bond. Note, however, that in some cases it may be possible to deem a supplier as a subcontractor, for example a steel fabricator who prepares drawings and designs but then contracts with another party for the actual fabrication. In that case, the party doing the design, etc. may be considered a subcontractor, and the entity actually fabricating the steel may be deemed a supplier, and will then have a claim against the bond. [<u>U.S. ex rel. E & H Steel Corp. v. C. Pyramid Enterprises, Inc.</u> , 509 F.3d 184, (3 rd Cir. 2007)]
VERMONT	It is not likely, but suppliers to suppliers may have lien rights, depending on the interpretation of the word “subcontractor,” which is not defined in the statutes.	Suppliers to suppliers may have a right to bring a claim against the bond, but bonds are not statutorily required, so there is only coverage if the bond itself provides for it. Check the terms of the bond.
VIRGINIA	Suppliers to suppliers may have lien rights, it hasn’t yet been determined. The statutory language appears broad enough to allow it, though.	Suppliers to suppliers probably do not have rights against the payment bond.
WASHINGTON	It appears that suppliers to suppliers do not have lien rights, though the statutory language is broad enough to allow it.	Suppliers to suppliers do not have rights against the payment bond or the retainage. [<u>Farwest Steel v. Mainline Metal</u> , 48 Wash. App 719, 741 P.2d. 58 (1987); cert. denied, 109 Wash.2d 1009 (1987)]
WEST VIRGINIA	Suppliers to suppliers MAY have statutory lien rights, but probably not. The statutory language is arguably broad enough to allow it, though.	Suppliers to suppliers do not have rights against the payment bond. [<u>Preussag Intern. Steel Corp. v. March-Westin Co.</u> , 655 S.E.2d 494 (W.Va. 2007)]

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WISCONSIN	Suppliers to suppliers MAY have statutory lien rights, but probably not. The statutory language is broad enough to allow it, though.	Suppliers to suppliers MAY have bond claim rights, if their customer is contracting directly with the general contractor, but it isn't a strong likelihood.
WYOMING	Suppliers to suppliers do not have lien rights. [<u>American Bldgs. Co. v. Wheelers Stores</u> , 585 P.2d 845 (1978)]	

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