



Williams Company Southeast
291 Southhall Lane
Maitland, Florida 32751
Phone: (407) 295-2530

Contract SC-24216-019

Project: 24216 - SUDLER - ARAMSCO T.I.
621 Charlie Taylor Road
Plant City, Florida 33566

S-2 Subcontract

DATE:

CONTRACT COMPANY:	TMMR HOLDINGS LLC DBA VU WINDOW TREATMENTS BY VERTICAL UNLIM 301 A ENTERPRISE ST OCOE, Florida 34761 Phone: 407-295-5200 Fax: 407-292-7691	PROJECT MANAGER:	Andy Burch 291 Southhall Lane Maitland, Florida 32751 Phone: Email: aburch@williamsco.com
--------------------------	--	-------------------------	---

OWNER: The Sudler Companies
245 Green Village Road, P.O. Box 39
Chatham, New Jersey 07928-0039

RETAINAGE: 10.0%

DESCRIPTION: Blinds

ATTACHMENTS:

[fw9.pdf](#) [Drawing Log 11-15-24.pdf](#) [ProCore Manual for Subcontractors - SOV and Pay Applications.pdf](#) [Sudler-AramSCO TI Schedule.pdf](#) [WCSE_Ins_Memo.pdf](#) [Nvoicepay - Vendor FAQ for Vendor Payment- Williams Co..pdf](#)

#	SUB JOB	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	N/A	12-510 - BLINDS		Commitment	\$ 4,590.00
				Grand Total:	\$ 4,590.00

SCOPE OF WORK: Blinds

Scope of Work Summary: This scope of work is intended to be all-inclusive of the window treatment and blind work for this project as indicated on the Sudler Southern Oaks Aramsco Tenant Improvement project contract documents and as required for a complete project. The articles listed hereafter are intended for clarification only and do not limit the scope to only the items enumerated below. It is understood that this contractor has performed their due diligence in reviewing all project documents. This contractor is responsible for all materials, layout, equipment, hoisting, certifications, permits, supervision, fees, freight, taxes and manpower required to successfully complete this scope of work.

Blinds

1. Furnish and install all window treatments as shown on contract documents.
2. Provide all product data submittals required for owner/architect approval.
3. Field measure all windows prior to installation.

General Scope Requirements:

1. Division 1 General Requirements are included in their entirety in ALL Subcontractors scopes of work.
2. In the event there are discrepancies in the plans and specifications, the more stringent of the requirements shall apply unless otherwise specifically stated in scope of work.
3. Subcontractor shall attend weekly subcontractor coordination meetings as directed by Williams Company Southeast. Representative must have the authority to make manpower and schedule commitments.
4. Prior to commencement of work, the following shall be provided for review and approval:



1. Safety Manuals,
 2. SDS Sheets
 3. Haz-Com Program
 4. Silica Exposure Plan
 5. Weekly Tool Box Talks
 6. Weekly Equipment Check Lists
 7. Crane Daily Check List
 8. Crane Certifications
 9. Crane Rigger Certifications
 10. Any Employee Certifications, Operator Licenses
-
5. Subcontractor shall provide detailed pricing on Potential Change Orders within five (5) working days of issuance.
 6. Subcontractor shall provide copies of Extra Work Tickets to Williams Company Southeast. Tickets must be signed by an Authorized Williams Company Southeast representative within twenty-four (24) hours of work being performed. Anything submitted beyond this time frame is subject to rejection.
 7. Obtain, pay for, and provide copies to the Construction Manager, of all permits, dig permits, electrical permits, state certifications and local business licenses required by the authorities having jurisdiction to complete the scope of work contained in this subcontract agreement. Subcontractor shall pay for all inspection and re-inspection fees associated with this Subcontractor's scope of work.
 8. Subcontractor must submit all SDS sheets for materials used on site to Construction Manager under separate cover prior to installation or use of materials on the project site. All SDS information must be provided in a three ring binder with a cover with the Subcontractors name clearly labeled on the front and binding.
 9. It is understood that Subcontractor's work may not flow in a continuous manner and that additional move-ins and re-mobilizations may be required. 2x remobilizations are included in this agreement.
 10. Subcontractor shall be responsible for legally disposing of storm and ground water for this scope of work, and if required, providing any necessary temporary dewatering and/or well-pointing as required, from the commencement of surveying operations until the completion of this work.
 11. Subcontractor will take necessary "special measures to keep all materials, equipment and operations within the property lines. Any damages resulting from "out of property line work, whether intended or accidental, will be repaired at the expense of the Subcontractor.
 12. Subcontractor will be responsible for cleaning of his vehicles before leaving the site to avoid tracking mud onto the roadways. Subcontractor will be responsible for any cleaning of roadways that may be required due to the negligence of his forces, subcontractors, and/or vendors in cleaning their vehicles.
 13. Subcontractors are required to purchase their own drawings for their office and field use.
 14. Subcontractors shall be responsible for field layout as applicable to their scope of work, including but not limited to line, level, grade and layout for chases, partitions, block outs, niches and openings. Subcontractor is responsible for coordination and layout of locations and size of required framed openings with respective trades during construction.
 15. Subcontractors shall be responsible for furnishing and installing any sleeves or inserts required for their scope of work.
 16. Provide daily cleanup of debris and deposit into GC supplied dumpsters

Permitting / Inspections:

- 1) Subcontractor Permits shall be applied for within 45 days of commencement of work. Conformance with all local and state ordinances, codes and requirements are the responsibility of each subcontractor.
- 2) Inspections are to be requested by Foreman no later than 2:30 pm the day before the requested inspection. Upon request a WCSE Superintendent will walk with the Foreman to verify the requested inspection's work is complete and ready for inspection. If WCSE determines the work is not complete then the inspection will not be requested.

Clean Up:

- 1) Subcontractor Daily Cleanup included in this scope of work. WCSE will hire a laborer as needed when clean-up becomes an issue. The superintendent will use a spreadsheet to track the costs each day the laborer is on site and will provide a running tally to each subcontractor on a weekly basis. The total labor costs will be distributed amongst all trades on site, pro-rated by the amount of workers that trade has on site. (larger crew sizes will pay more than smaller crews). A deductive change order will be issued against the contract to account for these labor costs.



Contract SC-24216-019

2) Failure to provide WCSE with the required weekly clean up resources will result in WCSE providing this labor for you and deducting it from your schedule of value line item for cleanup.

SAFETY TRAINING/ BADGING:

- 1) Every person needing access to the site will be required to fill out a badge information sheet prior to starting work.
- 2) After the safety orientation, each employee will be issued a safety sticker that must be affixed to their hardhat.
- 3) All accidents/ incidents must be reported to Williams Company Southeast immediately. An incident report will be generated for each occurrence. Applicable subcontractors must provide a supervisor to assist with the completion of all incident reports and documentation.

Procore:

1) All subcontractors shall invest in the necessary hardware and software required to utilize Procore on this project. Williams Company Southeast will make all drawings and project specifications available in electronic format to all subcontractors.

2) Williams Company Southeast will utilize Procore throughout the course of this project for the following:

1. a) On site scope verification.
2. b) Punch List documenting, tracking and verification.
3. c) Dimension verification.
4. d) As built documentation.
5. e) Inspection tracking/ scheduling and documenting.
6. f) Approved submittal document access
7. g) Request for Information document access.
8. h) Applications for payment

Schedule of Values:

1) All subcontractors shall provide a detailed schedule of values with their signed subcontract agreement. Each schedule of values must be broken down to include the following details at a minimum:

- Design / Engineering
- Mobilization
- Submittals
- Work Activities broken out by Sequence
- Work Activities broken out by Area
- Special Equipment
- Approved Change Orders

The schedule of values must be submitted to the SPM, Colin Williams, for approval prior to the first billing or application for payment.

Subcontractors will not be allowed to bill for submittals until they have been returned with an approval or reviewed stamp from Williams Company

Project Close Out:

- 1) Williams Company will provide all subcontractors with a copy of the project closeout matrix.
- 3) Each subcontractor shall provide O&M manuals no later than 50% completion for all work provided under this agreement.



4) Subcontractors shall ensure that ALL Warranties are from the DATE OF SUBSTANTIAL COMPLETION unless specifically noted in the contract specifications.

5) Subcontractor shall maintain a full set of project as built documents for this project. These working as built documents shall be housed in Williams Company's job site trailer. As-built project specifications shall be highlighted to reflect the product/manufacture being provided. All as built documents shall be updated on a bi-weekly basis.

6) Subcontractors shall be responsible for completing all closeout documents and exhibits as required by the contract specifications.

7) Subcontractors shall be responsible for delivering all attic stock materials to the designated locations as coordinated by Williams Company.

Warranty Plus:

1) All subcontractors are expected to participate in our Warranty Plus Program after the project is complete. This entails quarterly site reviews during the Warranty period with our PM & Superintendent and critical subcontractors like yourselves. The intent is to identify, correct and prevent issues early in the warranty period. Often, retraining/re instructing of maintenance personnel is necessary. It is very desirable to have your original Superintendent and PM there for each quarterly walk-through. The WCSE PM will issue a meeting notification a minimum of 1 week prior the date of each walk-through. Subcontractors must be prepared to make minor adjustments and corrections at during the walk-through. WCSE will issue a detailed report within 5 business days of this meeting. It is expected that each subcontract shall make the necessary repairs, adjustments and corrections within 5 business days of the receipt of the report. Subcontract is expected to provide a written response to WCSE upon completion of their items

This Agreement, is hereby made as of the date shown above by and between Williams Company Southeast and Subcontractor, in connection with the referenced project, ("Project"). Subcontractor covenants and agrees with Williams Company Southeast as follows:

1. Subcontractor agrees to furnish and pay for all labor, services and material (including any sales and use taxes thereupon), obtain all necessary permits, and perform all work necessary to complete the Project in strict accordance with the Plans and Specifications (Attachment A), General Conditions and Addenda prepared by Architect and with the terms and provisions of the General Contract ("General Contract") between Williams Company Southeast and Owner, and with any provisions attached hereto. If any terms and conditions of this Agreement conflict with the General Contract, the terms and conditions of this Agreement shall prevail.

2. Subcontractor agrees to commence its work hereunder as soon as notified by Williams Company Southeast and to promptly complete its work in accordance with Williams Company Southeast' direction and schedule. Subcontractor shall diligently prosecute its work as expeditiously as possible and, at all times, shall have sufficient materials and personnel at the job site so as to cause no delay to Subcontractor's work or the work of others. Timely performance by the Subcontractor is of the essence of this agreement.

3. Williams Company Southeast may order written changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, and the subcontract price shall be accordingly increased or decreased. Subcontractor shall immediately accomplish these orders regardless of whether agreement on the change in contract price has been reached. No extra work or charges under the Subcontract will be recognized or paid, unless agreed in advance and in writing by Williams Company Southeast. No claim for extra compensation on account of changes shall be valid unless made in writing within seven (7) days of the event giving rise to such claim. Subcontractor agrees that it is not entitled to any claim for cost reimbursement, compensation, or monetary damages for any delay, obstruction, hindrance, or interference to its work, and the Subcontractor's sole relief therefore shall be an extension of time for delays, obstructions, hindrance, or interference not its own fault, and not avoidable or correctable by Subcontractor, provided however the Subcontractor, as a condition precedent to any extension of time, and for such extension, notifies Williams Company Southeast in writing (specifically referring to this clause) of the causes of any such delays, obstructions, hindrances, or interference within 48 hours of the commencement of such event. Subcontractor understands the great importance to Williams Company Southeast of such written notices and accepts the risk of failing to provide such notices in strict accordance with this clause.

4. To the fullest extent permitted by law, the Subcontractor shall indemnify, hold harmless and defend the Owner, Williams Company Southeast, Architect and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's work under this Subcontract, provided that such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, and (ii) is caused in whole or in part by negligent acts or omissions of the Subcontractor, Subcontractor's lower tier contracted parties, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This indemnity clause is hereby incorporated into any project specifications and bid documents, if any.



Contract SC-24216-019

5. Before commencing work, the Subcontractor shall obtain, and pay for, and deliver to Williams Company Southeast certificates of Workers' Compensation and Employer's Liability insurance, Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, property damage insurance, and all other insurance (including contractual liability coverage applicable to the indemnification obligations of paragraph 4 hereof) required by the state within which the work is performed. Each such policy shall be acceptable to Williams Company Southeast and shall have limits of no less than \$1,000,000 or no less than as required by the General Contract between Williams Company Southeast and the Owner or as required by law, whichever is greater. Subcontractor agrees that Subcontractor's insurance coverage required in this Agreement shall be primary and shall pay first any claim or loss covered by said policies, and that there shall not be contribution from any other non-subcontractor policies.

6. The Subcontractor, without limitation or any other applicable warranties, warrants its Work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Williams Company Southeast for a period of one (1) year from the date of written acceptance of the Project by the Architect and Owner.

7. Williams Company Southeast will pay Subcontractor for said labor, services and materials, properly and timely performed, installed and constructed, in accordance with a schedule of values to be provided by Subcontractor prior to Subcontractor's first application for payment and for all other obligations of this Agreement. Payment is also subject to the following express conditions precedent.

(a) Delivery by Subcontractor to Williams Company Southeast on or before the fifteenth day of each month an application for payment, in a form satisfactory to Williams Company Southeast, covering the Work completed by Subcontractor for that month. Requests received after the stated time may be held for payment the following month.

(b) Receipt of progress and/or final payment by Williams Company Southeast from the Owner. The obligation of Williams Company Southeast to make any payment under this Agreement, including progress payments or final payment, payment for extras, and change orders, is subject to the strict express conditions precedent of William's receipt of payment from the Owner for Subcontractor's Work. Therefore, if the Owner does not pay Williams Company Southeast, the Subcontractor bears the risk of that non-payment and agrees to look exclusively to its lien rights, if any, against the Owner's property for payment and not to look to Williams Company Southeast or Williams Company Southeast' surety for payment. If Williams Company Southeast has provided payment and/or performance bonds, the obligation of Williams Company Southeast and its surety to make any payment including a progress payment or final payment, or payment for extras, or change orders, is subject to the strict express condition precedent of receipt of payment by Williams Company Southeast from the Owner for Subcontractor's Work. If the payment provisions of this Subcontract conflict with the provisions of the General Contract between Williams Company Southeast and the Owner, then the provisions of this Subcontract regarding conditions precedent to payment will govern.

(c) Receipt by Williams Company Southeast from Subcontractor, and from any lower tier subcontractor and material suppliers of Subcontractor who have served a Notice to Owner, a release of lien in a form satisfactory to Williams Company Southeast and such other data or evidence satisfactory to Williams Company Southeast that all payrolls, benefits, taxes, contributions, bills for materials and equipment, and all indebtedness connected with Subcontractor's Work has been satisfied.

8. All progress payments by Williams Company Southeast to Subcontractor on approved applications for payment shall be subject to a ten percent (10%) retainage. Retainage shall be released at time of final payment to Subcontractor.

9. The approval of an application for payment or other certificate given or payments made under this Subcontract shall not be evidence of the adequacy or completeness of performance or partial performance hereunder by Subcontractor nor shall such approvals, certificates, or payments be construed as acceptance of the Work.

10. Should Subcontractor fail to satisfy deficiencies in its performance within twenty-four (24) hours from receipt of Williams Company Southeast' written notice, then Williams Company Southeast, without prejudice to any rights or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor, which shall be liable for payment of same, including reasonable overhead, profit and attorney's fees. Williams Company Southeast may (i) upon the Subcontractor's default in the performance of this Subcontract, terminate this Subcontract for cause, or (ii) at Williams Company Southeast' sole option, terminate this Subcontract for the convenience of Williams Company Southeast, but, if the Subcontract is terminated for convenience, Subcontractor shall be entitled to all costs properly incurred pursuant to this Subcontract and prorata profit and overhead on such costs for work performed only. If a termination is later determined to be wrongful, then it shall be treated as a termination for convenience for all purposes including any damages.

11. To the extent, but only to the extent, that either party to this agreement is a party to arbitration over a dispute arising from or related to the Project, shall the other party to this Subcontract correspondingly be subject to arbitration so as to allow for a consolidated and efficient resolution of disputes. The prevailing party of any legal action shall be entitled to its reasonable attorney's fees through hearing and through appeal.

12. This Agreement constitutes the entire agreement between the parties, and shall be governed by the laws of Florida. Venue for any legal action shall be Orange County, Florida. The provisions of this Agreement shall not be changed, altered, or modified except in a writing signed by both parties. This Subcontract shall not be assigned without Williams Company Southeast' written consent.



**Contract
SC-24216-019**

13. All subcontractors must comply with all rules and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (O.S.H.A.); Equal Opportunity and Non-discrimination regulations, in addition to all State, Local, and Williams Company Southeast Company safety requirements.

The parties agree that the signatures to this Subcontract/Purchase order and any associated change orders may be affixed electronically by whatever means the parties deem most expedient and that once the Subcontract is conveyed with a signature, however it is affixed, it will be binding on the signing party.

Williams Company Southeast
291 Southhall Lane
Maitland, Florida 32751

**TMMR HOLDINGS LLC DBA VU WINDOW TREATMENTS
BY VERTICAL UNLIM**
301 A ENTERPRISE ST
OCOE, Florida 34761

SIGNATURE	DATE	SIGNATURE	DATE