



Williams Company Building Division, Inc.
291 Southhall Lane
Maitland, Florida 32751
Phone: (407) 295-2530

Contract SC-23306-032

Project: 23306 - K8 School AA Kindred
2107 Rankin Street
Kissimmee, Florida 34744

S-1 Subcontract

DATE:	1/22/2024		
CONTRACT COMPANY:	TMMR Holdings LLC 301 A Enterprise St Ocoee, Florida 34761 Phone: 407-295-5200 Fax: 407-292-7691	PROJECT MANAGER:	Freddy Torres 291 Southhall Lane Maitland, Florida 32751 Phone: (407) 867-7874 Email: ftorres@williamsco.com
OWNER:	School District of Osceola County Florida, The 809 Bill Beck Boulevard Kissimmee, Florida 34744-4495		
RETAINAGE:	10.0%		
DESCRIPTION:	Trade Bid 12A - Window Treatment		

ATTACHMENTS:

[ProcureSOVandPayApplication_SubcontractorGuide.pdf](#) [NVoicePay Vendor FAQ for Vendor Payment- Williams Co .pdf](#)
[ProjectInformation.pdf](#) [WCBBD Updated insurance Requirements.pdf](#) [KindredK8_GMP_Subcontract Schedule1.pdf](#)
[AsBuilts_and_Drawing_Markups_-Subcontractors.pdf](#) [KindredK8-DrawingLog.pdf](#) [BLANK_W-9.pdf](#) [KindredK8-SpecLog.pdf](#)

#	SUB JOB	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	N/A	12-500 - WINDOW TREATMENTS	Window Treatments	Commitment	\$ 25,637.20
Grand Total:					\$ 25,637.20

SCOPE OF WORK:

TRADE SCOPE 12A – WINDOW TREATMENT

Scope of Work Summary: Provide all materials, labor, equipment, installation, and supervision to complete the window treatment work complete for this project per the contract documents and as outlined in this scope of work.

Specification Section(s):

Division 0 Procurement and Contracting Requirements

Division 1 General Requirements (In its Entirety)

12 21 13 Louver Blinds

Window Treatment

1. Furnish and install all horizontal window blinds for all exterior windows in all instructional and support spaces including, but not limited to all: blinds, headrails, bottom rails, slats, braided ladders, tilters, cords, hardware, fasteners, hooks, anchors, and other miscellaneous items and accessories to make the window treatment systems complete and fully operational.
2. Blinds and shades are to be supplied by one source from a single manufacturer.
3. Field verify dimensions of windows.
4. Furnish and submit shop drawings, product data, and samples of horizontal blinds and roller shades for Architect approval.
5. Protect window treatments from damage until the Date of Final Completion.
6. Provide written warranty for all window treatment components.

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.



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- 3) 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. Pay for all inspection and re-inspection fees associated with this scope of work.
- 4) Do not "subcontract out" any of the work described herein without prior written approval from an authorized representative of the Contractor. This written approval applies to sub-subcontractors and others at ALL levels as well. Any replacement subcontractors must have written approval by CM at ALL levels.
- 5) 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.
- 6) It is understood that the work may not flow in a continuous manner and that additional move-ins and remobilizations may be required at no additional cost to the Construction Manager or Owner.
- 7) Legally dispose of storm and ground water during dewatering for this scope of work, if required, providing any necessary temporary drainage and/or well-pointing as required from the commencement of surveying operations until the completion of his work.
- 8) 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.
- 9) Clean your vehicles before leaving the site to avoid tracking mud onto the roadways. Clean any roadways as required due to the negligence of his forces, subcontractors, and/or vendors in cleaning their vehicles.
- 10) Provide all barricades, signage, sidewalk protection, and other safety measures necessary to assure the public safety and meet current DOT and OSHA requirements for this scope of work.
- 11) Provide certified as-built drawings for all survey work associated with this project.
- 12) Subcontractors are to understand the roads adjacent to the jobsite have high vehicular and pedestrian traffic. As such, all subcontractors are required to provide their own flagman and MOT when loading and vehicular access is within the right-of-way.
- 13) Owner is tax exempt and shall have the right to purchase materials and equipment needed to perform this subcontractor's Work, directly from the supplier, vendor, or manufacturer. Subcontractor hereby agrees to participate in this Owner Direct Purchase (ODP) program, if requested by the Construction Manager and the Owner. The Owner Direct Purchase program does not relieve the subcontractor of the responsibilities of coordinating deliveries, handling, offloading, installing, and warranting the materials and equipment directly purchased by the Owner for the performance of this subcontractor's Work.
- 14) Subcontractors are required to purchase their own drawings for their office and field use. Drawings may be purchased from MacGregor Smith Blueprinter, Inc. 1500 South Division Avenue, Orlando, Florida 32805 (Phone 407-423-5944, Fax 407-648-0830) or from the reproductions facility of your choice. Documents are available for download free of charge.
- 15) 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.
- 16) Subcontractors shall be responsible for furnishing and installing any sleeves or inserts required for their scope of work. Any firesafing, sound sealing, patching or other sealing of wall penetrations shall be by contractor using the respective penetration.
- 17) Subcontractor is to furnish and install all blocking required to support equipment at accessible locations (i.e. above acoustical ceilings). Provide detailed blocking diagrams to the Construction Manager for all blocking that may be required in non-accessible locations (i.e. at metal stud wall partitions) for installation by others. These diagrams must indicate blocking material, size, locations and attachment methods and must be provided before framing operations commence.
- 18) Subcontractor is responsible for showing and detailing all penetrations, anchors and/or attachment devices as required. Should penetrations, anchors or attachment devices fail to be shown or should they fail to be shown in a timely manner, all remedial work required shall be the sole responsibility of the subcontractor.
- 19) Each trade is required to firestop penetrations made by that trade. Furnish and install labor, materials, services, coordination, and equipment necessary for complete installation of firestopping of penetrations through walls or floors as required. Documentation of qualifications of firestopping installer may be required. Submit firestopping details for approval by Architect prior to installation.
- 20) **BADGING AND JESSICA LUNDSFORD ACT (JLA) PROVISIONS:**
 1. This project is not subject to JLA requirements until Substantial Completion and Occupancy are achieved.
 2. Every person needing access to the site is required to fill out a badge information sheet prior to starting work and attend a job site orientation.
 3. An authorized signature is required from each respective company.
 4. After the safety orientation film, each employee will be issued a photo ID badge.



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5. All accidents / incidents must be reported to Williams Company Building Division the same day in which it occurred. An incident report will be generated for each occurrence. Applicable subcontractors must provide a foreman to assist with the completion of all incident reports and documentation.

21) Subcontractor must provide for their own off-site parking. On-site parking must be approved by the project superintendent.

22) Building 2, the Concessions Building, is being utilized as the mock-up building for the purposes of the blower door test as required by the specifications and noted on Sheet A010. The construction of this building is to be prioritized, including but not limited to walls, floors, roofing, doors and windows. All associated building elements are to be prioritized and completed prior to main building construction and will require additional mobilizations and deliveries.

Clean Up:

- 1) Each subcontractor shall be responsible for providing one (1) laborer for eight (8) hours per week for every ten (10) men that are actively working on this project.
- 2) Subcontractors shall provide the General Contractor with a copy of a signed daily ticket from a temporary labor service company for each week. These tickets will be required with each monthly billing in order to bill against the schedule of values line item each month.
- 3) Subcontractors shall include a line item on their schedule of values for clean-up.
- 4) Failure to provide WCBD with the required weekly clean up resources will result in WCBD providing this labor for you and deducting it from your schedule of value line item for clean-up.

Owner Direct Purchase:

- 1) Subcontractors and vendors shall be required to participate in the Owner Direct Purchase program for all materials that cost more than \$5,000.00. The Total Value of ODP provided shall be \$16,675.00; equaling at MINIMUM 30% of the subcontract value and or the estimated ODP value provided on bid form, whichever is greater.
- 2) Provide a detailed list of all vendors that will require Owner Direct Purchase, Purchase Order.
- 3) Submit all vendor invoicing to Williams Company Building Division for processing. Subcontractors are responsible for reviewing and approving all invoices prior to submitting to WCBD electronically for processing. NO Invoices shall be submitted directly to SDOC.
- 4) Williams Company will issue an initial deductive change order in the amount of the estimated total Purchase orders plus sales tax. Additional deductive change order(s) will be issued as needed if the value of SDOC PO's exceeds the initial deduct. ODP deductive change order value will be reconciled upon confirmation that all Purchase Orders are closed. Final ODP reconciliation change order value is pending final ODP and GMP reconciliation change order approvals by SDOC and will be subject to required adjustments including but not limited to missed sales tax savings.
- 5) Include all specification sections and drawing reference numbers on all Purchase Order Quotes.
- 6) Review and verify unit cost in quote to ensure that it aligns with the unit cost included on the invoice when submitted for processing.
- 7) Review and verify all invoicing prior to submitting for processing. Initial each page of each invoice verifying that the quantities and values are accurate.
- 8) List SDOC as the Customer on the invoices as follows:

1. School District of Osceola County C/O- "Subcontractor's Name"
"Subcontractors Address"
2. Invoice must list K8 School AA Kindred on the invoice.

9) Do not include the following items on ODP invoicing:

1. Plant opening fees
 2. Short load fees
- Fuel surcharge fees. (SDOC will pay for fuel and energy surcharges and freight as long as they are listed on the vendors quote as a separate line item with the cost in the extended price column)

BIM:

- 1) All MEPF coordination will be prepared in BIM.
- 2) The Mechanical Subcontractor will be required to assume the function as lead BIM coordinator for this project
- 3) All MEPF subcontractors will be required to employ a BIM technician that will actively coordinate with all other trades in order to produce a fully coordinated set of shop drawings for each building.
- 4) Each building must include BIM coordination for the following scopes of work
 1. Mechanical Duct work and Equipment



2. Chilled Water Piping

- Plumbing in wall and overhead rough in including

- (1) Domestic water
- (2) Sanitary waste
- (3) Vent piping
- (4) Rain leader piping.

1. Electrical/ Systems
2. Fire Protection

5) The BIM coordinate process will require multiple on site meeting with all trades. A detailed BIM coordination meeting will be developed by the Project team within the firth thirty days of contract award.

Procure:

- 1) All subcontractors shall invest in the necessary hardware and software required to utilize Procore on this project. Williams Company Building Division will make all drawings and project specifications available in electronic format to all subcontractors.
- 2) Williams Company Building Division will utilize Procore throughout the course of this project for the following:

1. On site scope verification.
2. Punch List documenting, tracking and verification.
3. Dimension verification.
4. As built documentation.
5. Inspection tracking/ scheduling and documenting.
6. Approved submittal document access
7. Request for Information document access.
8. Subcontract Agreement
9. Subcontract Change Orders

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 minimum items

2) Each Building

1. Each floor for each building.
2. Each system. (i.e. overhead, in-wall, equipment etc.)
3. Clean up.
4. ODP (for each vendor).
5. BIM coordination (if applicable).

- 3) Subcontractor must identify each line item that will be provided by an WMBE partner. If you are 100% MBE or WBE subcontractor, please indict your designation next to each schedule of values item.

- 4) Each subcontractor must include a line item for Closeout. The value associated with this line item shall be 1% of your contract value. This value will only be billable once 100% of your closeout documentation has been turned in.

- 5) Each subcontract must include a line item for cleanup. The value associated with this line item shall be 1% of your contract value. This line item can be invoiced as outlined in the clean-up section of this agreement.

- 6) Subcontractors will not be allowed to bill for submittals until they have been returned with and approval or reviewed stamp from the Building Code Compliance Office.

Project Close Out:

- 1) Williams Company will provide all subcontractors with a copy of the project closeout matrix once finalized with School District of Osceola County

- 2) Attend a mandatory Closeout Training Seminar provide by Williams Company. This meeting shall be attended by all individuals that will be working on any part of the Close out process. The date for this seminar will be scheduled at a later date.

- 3) Provide O&M manuals no later than May 1, 2025 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) Provide a designated individual to narrate Owner Training videos are required by the contract specifications. Coordinate with Manufacturer representatives as required by the contract specifications.

- 6) Maintain a full set of project as built documents for this project. These working as built documents shall be housed in Williams Company's jobsite trailer. All as built documents shall be updated on a bi-weekly basis.

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

- 8) Subcontractors shall be responsible for delivering all attic stock materials to the designated SDOC locations as coordinate by Williams Company.

Warranty Plus:



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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, SDOC Maintenance and critical subcontractors like yourselves. The intent is to identify, correct and prevent issues early in the warranty period. Often, retraining/reinstructing of maintenance personnel is necessary. It is very desirable to have your original Superintendent and PM there for each quarterly walkthrough. The WCBP PM will issue a meeting notification a minimum of 1 week prior the date of each walkthrough. Subcontractors must be prepared to make minor adjustments and corrections at during the walkthrough. WCBP 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 WCBP upon completion of their items.

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

Article I - Description of Work

(a) The Subcontractor agrees to furnish all work, labor, services, and materials, plant, equipment, tools, scaffolds, appliance and other facilities required to perform the work to complete the Project in strict accordance with the Plans and Specifications (Attachment A) for and at the Project location ("Premises"), as shown and described in and in strict accordance with the Plans, Specifications, General Conditions, Special Conditions and Addenda prepared by the Architect* ("Work") and with the terms and provisions of the General Contract ("General Contract") between Williams Company Building Division, Inc. and Owner and in strict accordance with the additional provision page(s) attached and made a part of the subcontract agreement.

*If the Architect does not provide construction administrative services, then all references to Architect shall be defined in the General Contract.

Article II - Price and Payment

(a) The sum to be paid by Williams Company Building Division, Inc., out of funds received from the Owner, to the Subcontractor for the satisfactory performance and completion of Work and all of the duties, obligations and responsibilities of the Subcontractor under this Agreement and other Contract Documents itemized above ("Price") subject to payment being received from Owner as set forth above, conditions, additions and deductions as provided in this Subcontract Agreement.

(b) The price includes all Federal, State, County, Municipal, and other taxes imposed by law on any of the work or items necessary to the work, including but not limited to sales, use and personal property taxes payable by, levied or assessed against the Owner, Williams Company Building Division, Inc. or the Subcontractor. If the law requires taxes to be stated and charged separately, the total price of all items included in the Work, plus the amount of taxes will not exceed the Price. The Price also includes \$100 as separate consideration for the indemnity obligations referenced herein.

(c) On or before the 15th day of each month, Subcontractor agrees to submit to Williams Company Building Division, Inc., in the form required by Williams Company Building Division, Inc., a written request for payment showing the proportionate value of the Work installed to that date, from which shall be deducted: (1) a reserve of ten percent (10%); (2) all previous payments; and (3) all charges for services, materials, equipment and other items furnished by Williams Company Building Division, Inc. and chargeable to the Subcontractor. The amount of pay request, as determined and approved by Williams Company Building Division, Inc. and the Architect and for which payment has been received by Williams Company Building Division, Inc. from the Owner as provided in this article, shall be due and paid to the Subcontractor as described in the prime contract with Owner. Williams Company Building Division, Inc. reserves the right to issue joint checks if the situation in Williams Company Building Division, Inc.' sole discretion merits the same. Subcontractor must provide current partial releases of lien to obtain interim draws and a final release of lien for final payment. These releases are required for all vendors and subcontractors.

(d) The obligation of Williams Company Building Division, Inc. 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 condition precedent of William's receipt of payment by the Owner for Subcontractor's Work. Therefore, if the Owner does not pay Williams Company Building Division, Inc., 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 Building Division, Inc. or Williams Company Building Division, Inc.' surety for payment. If Williams Company Building Division, Inc. has provided payment and/or performance bonds, the obligation of Williams Company Building Division, Inc. 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 Building Division, Inc. 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 Building Division, Inc. and the Owner, then the provisions of this Subcontract regarding conditions precedent to payment will govern."

(e) The Subcontractor agrees to submit a detailed schedule showing the breakdown of the Price into its various parts for use only as a basis of checking the Subcontractor's monthly requisitions with its first request for payment. Williams Company Building Division, Inc. reserves the right, in its sole judgment, to extend the date of any payment under this agreement.



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(f) The Subcontractor agrees, if requested by Williams Company Building Division, Inc., to furnish information, evidence, and substantiation as required by Williams Company Building Division, Inc. regarding the respect, nature, and extent of all obligations incurred by the Subcontractor for or in connection with the Work, all payments made by the Subcontractor, and any amounts remaining unpaid.

(g) As stated above, Interim and final payments to the Subcontractor will be made only if funds are received by Williams Company Building Division, Inc. from the Owner, the Construction Lender, or the Owner's Agent. Receipt of interim and final payments by Williams Company Building Division, Inc. from the Owner is an express condition precedent before Williams Company Building Division, Inc. will be obligated to make interim or final payments to the Subcontractor. In addition, interim and final payments by Williams Company Building Division, Inc. to the Subcontractor shall not become due and payable until the following additional express conditions precedent have been met: (1) the completion and acceptance of the Work by Williams Company Building Division, Inc. and the Architect; (2) provision by the Subcontractor of evidence satisfactory to Williams Company Building Division, Inc. that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the portion of work compiled; and (3) execution and delivery by the Subcontractor, in a form satisfactory to Williams Company Building Division, Inc., of a General Release in favor of Williams Company Building Division, Inc., the Surety, and the Owner, along with all applicable close out documents, warranties, owner's manuals, etc., which are called for in the contract documents. If any claim, obligation, or lien is made after final payment, the Subcontractor agrees to refund to Williams Company Building Division, Inc. all monies that Williams Company Building Division, Inc., its Surety and/or the Owner pays in satisfying, discharging, or defending against such claim, obligation or lien or any action brought or judgment recovered, and all costs and expenses, including legal fees and costs, incurred in connection with any claim. The final payment will be due within thirty (30) days after all of the foregoing express conditions precedent listed in this Article have been met.

(h) If any claim or lien is made or filed against Williams Company Building Division, Inc., the Owner, the Project, or the Premises by any person claiming that the Subcontractor or any subcontractor or other person working under this Subcontract has failed to make payment for any labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there is evidence of nonpayment of any claim or lien for which Williams Company Building Division, Inc., its Surety or the Owner may become liable and which is chargeable to the Subcontractor, or if the Subcontractor or any sub subcontractor or other person working under this Subcontract causes damage to the Work or to any other work on the project, or if the Subcontractor fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, Williams Company Building Division, Inc. shall have the right to retain from any payment an amount which it deems sufficient to: (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered; (2) make good any such nonpayment, damage, failure, or default; and, (3) compensate Williams Company Building Division, Inc., its Surety and the Owner for and indemnify them against any and all losses, liability, damages, costs and, expenses, including legal fees and disbursements, which may be sustained or incurred by any of them in connection with any claim. Williams Company Building Division, Inc. has the right to apply and charge against the Subcontractor any portion of the amount retained as required for the satisfaction of any claims. If the retainage is insufficient to cover any claim(s), the Subcontractor agrees to be liable for the difference to Williams Company Building Division, Inc.. If Subcontractor is working for Williams Company Building Division, Inc. on any other project, Williams Company Building Division, Inc. may also withhold funds from those projects if there are not sufficient funds owing Subcontractor on this Project to satisfy Subcontractor's obligations.

(i) No payment (final or otherwise) made under or in connection with this Agreement constitutes conclusive evidence of: (1) the performance of the Work or of this Agreement, in whole or in part; (2) acceptance of defective, faulty or improper work or materials; or (3) release of the Subcontractor from any of its obligations under this Agreement. Entrance and use by the Owner does not constitute acceptance of the Work or any portion of the Work.

Article III - Contract Documents

(a) The Plans, Specifications, General Conditions, Special Conditions, Addenda, General Contract, and this Agreement ("Contract Documents"), are available for examination by the Subcontractor at all reasonable times at the office of Williams Company Building Division, Inc.. The Subcontractor represents and agrees that it has carefully examined and understands this agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation, and evaluation and not in reliance on any opinions or representation of Williams Company Building Division, Inc., or of the Owner, or their agents.

(b) With respect to the scope of the Work to be performed and furnished by the Subcontractor, the Subcontractor agrees to be bound to Williams Company Building Division, Inc. by each and all of the terms and provisions of the General Contract and the other Contract Documents and to assume toward Williams Company Building Division, Inc. all of the duties, obligations and responsibilities that Williams Company Building Division, Inc. assumes toward the Owner. The Subcontractor agrees that Williams Company Building Division, Inc. has the same rights and remedies against the Subcontractor as the Owner has under the Contract Documents against Williams Company Building Division, Inc., including every duty, obligation, responsibility, right or remedy. The terms and provisions of this Agreement with respect to the Work to be performed and furnished by the Subcontractor, are in addition to all of the terms and provisions of the Contract Documents.

(c) This Subcontract Agreement and the provisions of the Contract Documents are intended to supplement and complement each other. If any provision of this Subcontract Agreement irreconcilably conflicts with a provision of the Contract Documents, the provision



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imposing the greater duty or obligation on the Subcontractor will govern. Although drawn by Williams Company Building Division, Inc., this Subcontract Agreement shall be interpreted fairly and reasonably as to each party in the event of any dispute.

Article IV - Time of Completion

(a) Time is of the essence as to the Work. The Subcontractor agrees to commence the Work when notified to begin by Williams Company Building Division, Inc. and to diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with the project schedule, any revisions to the project schedule, and any other scheduling requirements listed in the Agreement. The Subcontractor agrees not to delay, impede, obstruct, hinder, or interfere with the commencement, progress, or completion of the whole or any part of the Work or other work on the project.

(b) The Subcontractor agrees to participate and cooperate in the development of the project schedule providing information for the scheduling of the times and sequence of operations required for its Work to meet Williams Company Building Division, Inc.' overall schedule requirements and to monitor the project schedule and be fully familiar with the timing, phasing, and sequence of operations of the Work and of other work on the Project. The Subcontractor agrees to perform the Work in accordance with the requirements of the project schedule and any revisions to the project schedule.

(c) If the progress of the Work or the Project is delayed by any fault, neglect, act or failure to act by the Subcontractor or any of its officers, agents, servants, employees, subcontractors, or suppliers, resulting in any additional cost, expense, liability, or damage to Williams Company Building Division, Inc. or to the Owner or any damages or additional costs or expenses for which Williams Company Building Division, Inc. or the Owner may become liable, the Subcontractor agrees to compensate Williams Company Building Division, Inc. and the Owner and indemnify them against all costs, expenses, damages, and liability incurred as a result.

(d) Williams Company Building Division, Inc. may direct the Subcontractor to work overtime and the Subcontractor agrees to work overtime and, provided that the Subcontractor is not in default under any of the terms or provisions of this agreement or of any other Contract Documents, Williams Company Building Division, Inc. will pay the Subcontractor for actual additional wages paid, plus 10% for general overhead and profit to such increased cost at rates which have been approved by Williams Company Building Division, Inc..

(e) If the progress of the Work or of the Project is delayed by any fault, neglect, act, or failure to act by the Subcontractor or any of its officers, agent, servants, employees, subcontractors, or suppliers, then the Subcontractor agrees to, at its own cost and expense, in addition to all of the other obligations imposed by this Agreement, work all overtime necessary to make up for time lost in the completion of the Work and of the Project, due to its delay. If the Subcontractor fails to make up for the time lost due to its delay, Williams Company Building Division, Inc. has the right to cause other subcontractors to work overtime and to take whatever action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of overtime and any other action is the responsibility of the Subcontractor who occasioned the delay.

Article V - Extension of Time

(a) If the Subcontractor is delayed, obstructed, hindered, or interfered with in the commencement, prosecution, or completion of the work by any cause, including but not limited to any act, omission, neglect, negligence, or default of Williams Company Building Division, Inc. or of anyone employed by Williams Company Building Division, Inc., or by any other contractor or subcontractor on the Project, or by the Architect, the Owner or their contractors, subcontractors, agents, or consultants, or by damaged caused by fire or other casualty or by the combined action of workers or by governmental directive or order not chargeable to the Subcontractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act, or omission of the Subcontractor, its officers, agents, employees, subcontractors, or suppliers, then the Subcontractor will be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of these causes. The Subcontractor will not be entitled to any such extension of time unless the Subcontractor: (1) notifies Williams Company Building Division, Inc. in writing of the cause or causes of such delay, obstruction, hindrance, or interference within forty-eight (48) hours of its commencement; and, (2) demonstrates to Williams Company Building Division, Inc.' satisfaction that it could not have anticipated or avoided and used all available means to minimize the consequence of the delay, obstruction, hindrance, or interference.

(b) The Subcontractor agrees that it will not be entitled to any claim for cost reimbursement, compensation, or damages for any delay, obstruction, hindrance, or interference to the work except to the extent that Williams Company Building Division, Inc. is entitled to corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for any delay, obstruction, hindrance, or interference, and then payment is expressly conditioned on and will be made only in an amount equal to that received by Williams Company Building Division, Inc., on behalf of the Subcontractor, from the Owner on account of the delay, obstruction, hindrance, or interference.

Article VI - Freight Charges and Shipments

(a) The Subcontractor making or ordering shipments will not consign or have consigned materials, equipment, or any other items in the name of Williams Company Building Division, Inc.. Williams Company Building Division, Inc. is under no obligation to make payment for charges on shipments made by or to the Subcontractor, but may, at its option, pay such charges, in which case the Subcontractor agrees to reimburse Williams Company Building Division, Inc. for the amount of any payments, plus a service charge of twenty-five percent (25%) of the amount paid.

Article VII - Dimensions



(a) It is the obligation and responsibility of the Subcontractor to take any measurements necessary to insure the proper matching and fitting of the Work covered by this Agreement with contiguous work, notwithstanding the dimensions contained in the Plans, Specifications, or other Contract Documents.

(b) The Subcontractor agrees to prepare and submit to Williams Company Building Division, Inc. all shop drawings necessary to completely describe the details and construction of the Work. Approval of shop drawings by Williams Company Building Division, Inc. and/or the Architect does not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the Plans, Specifications, the provisions of this Agreement and the other Contract Documents, or of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the site.

(c) If the proper and accurate performance of the Work depends upon the proper and accurate performance of other work not covered by this Agreement ("other work"), the Subcontractor agrees to carefully examine the other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work, use all means necessary to discover any defects in the other work, and before proceeding with the Work, report in writing promptly any improper conditions and defects to Williams Company Building Division, Inc., and allow Williams Company Building Division, Inc. a reasonable time to have the improper conditions and defects remedied.

Article VIII - Interpretation of Plans and Specifications

(a) The Work is to be performed and furnished under the direction and to the satisfaction of both the Architect and Williams Company Building Division, Inc.. The decision of the Architect as to the true construction, meaning, and intent of the Plans and Specifications is final and binding upon the parties to this Agreement. Williams Company Building Division, Inc. will furnish to the Subcontractor additional information and Plans as prepared by the Architect to further describe the Work to be performed and furnished by the Subcontractor, and the Subcontractor agrees to conform to and abide any additional information. The Subcontractor agrees that it will not make any changes, additions, and/or omissions in the Work except upon written order of Williams Company Building Division, Inc., as provided in Article IX of this Agreement.

(b) 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.

Article IX - Change Orders, Additions & Deductions

(a) Williams Company Building Division, Inc. reserves the express right to make changes, additions, and/or omissions at any time in the Work, as it may deem necessary, upon written order to the Subcontractor. The value of the work to be changed, added, or omitted will be stated in the written change order and will be added to or deducted from the Price.

(b) The value of the work to be changed, added, or omitted will be determined by the lump sum or unit prices, if any, stated in this Agreement for the work. If no prices are stipulated, the value will be determined by the following methods or combination of methods elected by Williams Company Building Division, Inc.: (1) By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties to this Agreement. (2) By adding (A) the actual net cost of labor to the Subcontractor in accordance with the established rates, including required union benefits, premiums the Subcontractor is required to pay for workers' compensation and liability insurance, and payroll taxes on the labor and, (B) the actual cost to the Subcontractor of materials and equipment and such other direct costs as approved by Williams Company Building Division, Inc., less all savings, discounts, rebates, and credits, and (C) an allowance of 5% for overhead on items (A) and (B) above, and (D) an allowance of 5% for profit on items (A), (B), and (C) above, unless specified otherwise in the General Contract.

(c) If the parties are unable to agree to the value of the work to be changed, added, or omitted, the Subcontractor agrees to proceed with the work promptly under the written order of Williams Company Building Division, Inc.. The stated value of the work will be omitted, and the determination of the value of the work will be referred to the Architect, whose decision will be final and binding upon the parties to this Agreement.

(d) In the case of omitted work, Williams Company Building Division, Inc. has the right to withhold from payments due or to become due to the Subcontractor an amount which, in Williams Company Building Division, Inc.' opinion, is equal to the value of the work until the changed, added or omitted value is determined by agreement or by the Architect.

(e) All changes, additions or omissions in the Work ordered in writing by Williams Company Building Division, Inc. will be deemed to be a part of the Work and will be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents.

Article X - Inspection and Defective Work

(a) The Subcontractor agrees to provide at all times sufficient, safe, and proper facilities for the inspection of the Work by Williams Company Building Division, Inc., the Architect, and their authorized representatives in the field, at shops, or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment, or storage. The Subcontractor agrees to immediately take down all portions of the Work and remove from the premises all materials, whether worked or unworked, which the Architect or Williams Company Building Division, Inc. condemn as unsound, defective, or improper, in any way failing to conform to this Agreement or the Plans, Specifications, or other Contract Documents within (24) hours after receiving written notice from Williams Company Building Division, Inc.. The Subcontractor, at its own cost and expense, agrees to replace the condemned work or materials



with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of the unsound, defective, improper, or nonconforming work or materials or by taking down, removal, or replacement.

Article XI - Failure to Prosecute

(a) The following conditions constitute a default under this Agreement on the part of the Subcontractor: (1) The Subcontractor at any time refuses or neglects to supply a sufficient number of skilled workers or materials of the proper quality and quantity; (2) The Subcontractor fails in any respect to prosecute the Work with promptness and diligence; (3) The Subcontractor causes by any act or omission, the stoppage, impediment, obstruction, hindrance, or delay of, or interference with, or damage to the work of Williams Company Building Division, Inc. or of any other contractors or subcontractors on the Project; (4) The Subcontractor fails in the performance of any of the terms or provisions of this Agreement or of the other Contract Documents; (5) The Architect determines that the Work or any portion of the Work is not being performed by the Subcontractor in accordance with the Contract Documents; (6) A petition in bankruptcy or for reorganization is filed by or against the Subcontractor; (7) The Subcontractor becomes insolvent or is adjudicated as bankrupt or goes into liquidation or dissolution, either voluntarily or involuntarily or under Court Order; or, (8) The Subcontractor makes a general assignment for the benefit of creditors, or otherwise acknowledges insolvency. Williams Company Building Division, Inc. has the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, after three (3) days written notice to the Subcontractor mailed or delivered to the last known address of the Subcontractor, (a) to perform and furnish itself or through others any labor or materials for the Work and to deduct the cost of the performance plus 10% overhead and profit from any monies due or to become due to the Subcontractor under this Agreement, and/or (b) to terminate the employment of the Subcontractor for all or any portion of the Work, enter upon the premises and take possession for the purpose of completing the Work of all materials, equipment, scaffolds, tools, appliances, and other items on the Premises, all of which the Subcontractor agrees are transferred and assigned to Williams Company Building Division, Inc. for completing the Subcontractors performance. Williams Company Building Division, Inc. has the right to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment, and other items required for completion of the Work to Williams Company Building Division, Inc.' satisfaction.

(b) If the Subcontractor is terminated pursuant to the terms of this Agreement, the Subcontractor will not be entitled to receive any further payment under this Agreement until the Work is completed to the satisfaction of Williams Company Building Division, Inc. and the Architect and accepted by them. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the cost and expense incurred by Williams Company Building Division, Inc. in completing the Work, any excess will be paid by Williams Company Building Division, Inc. to the Subcontractor, if the express conditions of all other Articles have occurred or been met. If the cost of completion exceeds any unpaid balance, the Subcontractor agrees to pay the difference to Williams Company Building Division, Inc.. Costs and expenses include not only the cost of completing the Work to the satisfaction of Williams Company Building Division, Inc. and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required, but also, all losses, damages, costs, and expenses, including legal fees and disbursements incurred as a result of the Subcontractor's default.

Article XII - Loss or Damage to Work; Fire Insurance

(a) Williams Company Building Division, Inc. is not responsible for any loss or damage to the Work to be performed and furnished under the Agreement, from any cause, until after final acceptance of the Work by Williams Company Building Division, Inc. and the Architect. Williams Company Building Division, Inc. is not responsible for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented, or used by the Subcontractor or anyone employed by it in the performance of the Work from any cause.

(b) Williams Company Building Division, Inc. or Owner will effect and maintain fire insurance (with extended coverage, if specified or otherwise required) for all Work, materials, and equipment incorporated in the Project and all materials and equipment on or about the Premises intended for permanent use or incorporation in the Project or incident to its construction. The fire insurance does not provide coverage for any contractor's machinery, tools, equipment, appliances, or other personal property owned, rented, or used by the Subcontractor or anyone employed by it in the performance of the Work.

(c) The total value of the property insurable under this Article is as shown on the approved monthly requisitions, plus the total value of property incorporated in the Project or delivered on the Premises during the month but not included in the requisition, as reported by the Subcontractor to Williams Company Building Division, Inc. for insurance purposes only. The insurance company will determine the total value of the Subcontractor's work, materials, and equipment that is insured under this Article.

(d) The maximum liability to the Subcontractor under this insurance will be for not more than the proportion of any loss which is reflected in the last approved schedule of values for the insured property and in no event for more than the actual cost.

(e) In the event of a loss insured under this Article, the Subcontractor will be bound by any adjustment which may be made between Williams Company Building Division, Inc. or the Owner and the insurance company or companies. Payment for the loss, if any, shall be made payable to Williams Company Building Division, Inc. and/or the Owner, for the account of any entity it may concern. Should there be cost associated with a delay after a loss or damage to the work, and subcontractor is determined to be responsible, then any delay cost not covered by builder's risk or property insurance will be payable to Williams Company Building Division, Inc..

Article XIII - Clean Up

(a) The Subcontractor agrees to, at its own cost and expense: (1) keep the Premises free at all times from all waste materials, packaging materials, and other rubbish accumulated in connection with the execution of its Work by collecting and depositing all



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materials and rubbish in locations or containers as designed by Williams Company Building Division, Inc., (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete, or dirt caused by the execution of its Work and make good all defects which result; (3) at the completion of its Work in each area, perform all cleaning required to leave the area clean and free of all dirt and debris; and, (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, and surplus materials. In the event the Subcontractor fails to perform any of the requirements of this Article to Williams Company Building Division, Inc.' satisfaction, Williams Company Building Division, Inc. shall have the right to perform and complete the cleanup itself or through others and charge any cost to the Subcontractor.

Article XIV - Compliance with Laws; Permits

(a) The Subcontractor agrees to obtain and pay for all necessary permits and licenses pertaining to the Work and to comply with all Federal, State, Municipal, and local laws, ordinances, codes, rules, regulations, standards, orders, notices, and requirements, including but not limited to those relating to safety, discrimination in employment, fair employment practices or equal employment opportunity, and with the requirements of the American Insurance Association, without additional charge or expense to Williams Company Building Division, Inc.. The Subcontractor agrees to be responsible for and correct, at its own cost and expense, any violations of the terms of this Article resulting in connection with the performance of its Work. The Subcontractor agrees to, at any time upon demand, furnish proof as Williams Company Building Division, Inc. may require showing compliance and the correction of any violations of this Article. The Subcontractor agrees to hold harmless and indemnify Williams Company Building Division, Inc. from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor's failure to comply with any laws, ordinances, rules, regulations, standards, orders, notices, or requirements or to correct any violations of the terms of this Article.

Article XV - Labor

(a) The Subcontractor will not employ men, means, materials, or equipment which may cause strikes, work stoppages, or any disturbances by workers employed by the Subcontractor, Williams Company Building Division, Inc., or other contractors or subcontractors on or in connection with the Work or the Project or the location of the Project. Subcontractor agrees at all times to have sufficient and thoroughly competent labor to man the job, and a thoroughly competent superintendent on the job at all times. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality or on separate jobs in which the Work is being performed. The Subcontractor agrees to be bound and abide by all adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article do not violate or conflict with any provisions of law applicable to the settlement of jurisdictional disputes. If the Subcontractor fails to carry out or comply with any of the provisions of this Article, Williams Company Building Division, Inc. reserves the right, in addition to any other rights and remedies provided by this Agreement, the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part of this Agreement or the employment of the Subcontractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent, and upon the same terms and conditions as set forth in Article XI of this Agreement.

Article XVI - Taxes and Contributions

(a) The Subcontractor agrees to accept and assume exclusive liability for and indemnify, protect, and save harmless Williams Company Building Division, Inc. and the Owner from and against the payment of all of the following:

1. All contributions, taxes, or premiums (including interest and penalties) which may be payable under the Unemployment Insurance Law of any State, Federal Social Security Act, Federal, State, County, and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by any entity employed, engaged in the Work to be performed and furnished under this Agreement.
2. All sales, use, personal property and other taxes (including interest and penalties) required by any Federal, State, County, Municipal, or other law to be paid or collected by the Subcontractor or any of its subcontractors, or vendors, or any other person or person acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing, or use of any materials, equipment, supplies, labor services, or other items for or in connection with the Work.
3. All pensions, welfare, vacation, annuity, and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by any entity employed, engaged in the Work to be performed and furnished under this Agreement.

Article XVII - Patents

(a) The Subcontractor agrees to indemnify, protect and save harmless Williams Company Building Division, Inc. and the Owner from and against any and all liability, loss, or damage and to reimburse Williams Company Building Division, Inc. and the Owner for any expenses, including legal fees and disbursements, which Williams Company Building Division, Inc. and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent rights by reason of the Work or materials, equipment, or other items used by the Subcontractor in its performance.

Article XVIII - Construction Liens or Claims

(a) If any subcontractor, laborer, materialman or supplier of the Subcontractor, or any other person directly or indirectly acting for it or any of them, files or maintains a lien or claim, whether a mechanics lien, construction lien, or otherwise, against the whole or any



portion of or interest in the Project or Premises, or any improvements to the Premises, or against any monies due or to become due from the Owner to Williams Company Building Division, Inc. or from Williams Company Building Division, Inc. to the Subcontractor, for any work, labor, services, materials, supplies, equipment, or other items performed or furnished for or in connection with the Work, or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to cause any and all liens and claims to be satisfied, removed, or discharged at its own expense by bond, payment, or otherwise within five (5) days from the date of the filing of any claim or lien. If the Subcontractor fails to do so, Williams Company Building Division, Inc. has the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause any and all liens or claims to be satisfied, removed, or discharged by whatever means Williams Company Building Division, Inc. chooses, at the entire cost and expense of the Subcontractor, including legal fees and disbursements. The Subcontractor agrees to indemnify, protect and save harmless Williams Company Building Division, Inc. and the Owner from and against and all liens, claims and actions brought or judgments rendered on any liens or claims, and from and against any and all loss, damages, liability, costs, and expenses, including legal fees and disbursements, which Williams Company Building Division, Inc. and/or the Owner may sustain or incur in connection with any liens or claims.

Article XIX - Assignment and Subletting

(a) This Agreement, or any monies due or to become due under this Agreement, are not assignable in whole or in part without the prior written consent of Williams Company Building Division, Inc.. Any assignment or subletting, including any claim for damages or interest in monies payable under any of the terms of this Agreement or the Contract Documents, without prior written consent, is void and of no effect and vests no right or right of action in the assignee or subcontractor against Williams Company Building Division, Inc.. Williams Company Building Division, Inc.' consent to any assignment or subletting does not relieve the Subcontractor of any of its agreements, duties, responsibilities, or obligations under this Agreement and the other Contract Documents, and the Subcontractor remains fully responsible and liable for any defaults, neglects, acts, and omissions of its assignees and subcontractors and all persons directly or indirectly employed by them just as it is for its own defaults, neglects, acts, and omissions and those of its own officers, agent, servants, and employees. The Subcontractor agrees to bind each of its subcontractors to all of the terms, provisions, and covenants of this Agreement and the other Contract Documents with respect to the sublet Work. Williams Company Building Division, Inc.' consent to any subletting will not be deemed to create any contractual relationship between Williams Company Building Division, Inc. and any subcontractor to whom the Work or any portion is sublet and does not vest any right or right of action in any subcontractor against Williams Company Building Division, Inc..

Article XX - Termination of Agreement

(a) Williams Company Building Division, Inc. has the right at any time, by written notice to the Subcontractor, to terminate this agreement and require the Subcontractor to cease work; in which case, provided the Subcontractor is not in default, Williams Company Building Division, Inc. agrees to pay the Subcontractor for any damage directly resulting from the termination, except that the Subcontractor is not entitled to anticipated profits on work not performed or on materials or equipment unfurnished.

(b) If a determination is made that a termination of Subcontract under Article XI above, or for any other reason, was wrongful, then said termination shall be treated as a termination under this Article XX for all purposes including damages.

Article XXI - Guarantees

(a) The Subcontractor guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions, and other Contract Documents.

(b) The Subcontractor agrees to remove, replace and/or repair at its own expense and at the convenience of the Owner any faulty, defective, or improper work, materials, or equipment discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for a longer period if provided in the Plans, Specifications, General Conditions, Special Conditions, any other Contract Documents, or if required any law or code.

(c) The Subcontractor agrees to pay for all damage to the project resulting from defects in the work and all costs and expenses necessary to correct, remove, replace, and/or repair the Work and any other work or property which may be damaged in correcting, removing, replacing, or repairing the Work.

Article XXII - Accident Prevention

(a) The Subcontractor agrees that the prevention of accidents to workmen engaged in the vicinity of the Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal, and local laws, ordinances, rules, regulations, codes, standards, orders, notices, and requirements concerning safety as applicable to the Work, including the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or are in the future adopted or issued under the Federal Occupational Safety and Health Act, and with the safety standards established during the progress of the Work by Williams Company Building Division, Inc.. When ordered, the Subcontractor agrees to stop any part of the Work which Williams Company Building Division, Inc. deems unsafe until corrective measures satisfactory to Williams Company Building Division, Inc. are taken, and the Subcontractor agrees that it will not make any claim for damages growing out of stoppages under this Article. If not done by the Subcontractor, Williams Company Building Division, Inc. may take corrective measures at the cost and expense of the Subcontractor and deduct the cost incurred from any payments due or to become due to the Subcontractor. Failure on the part of Williams Company Building Division, Inc. to stop unsafe practices in no way relieves the Subcontractor of its responsibility for any resulting damages or claims. In the event the Federal Occupational Safety and Health Act Administrator assess a fine or penalty of any nature, Williams Company Building Division, Inc. reserves the right to backcharge the responsible Subcontractor therefore.

Article XXIII - Subcontractor's Duties To Indemnify, Defend and Cooperate with Defense

(a) Subcontractor acknowledges that persons may claim to be damaged by Subcontractor's Work, acts or omissions, and file lawsuits, make claims or initiate proceedings for fines or penalties alleging defects, or dangerous conditions in the Work, which may include Subcontractor's Work, and acts or omissions attributable to Subcontractor. Subcontractor agrees that helping Williams Company Building Division, Inc. to defend, discharge or otherwise resolve such matters shall be a continuing obligation of Subcontractor's, even after substantial completion and final payment, and that such cooperation in the defense, and providing a defense and indemnity from claims concerning the Work, are an inherent and essential part of Subcontractor's promises and duties under this Agreement.

(b) Duty to Indemnify and Defend: Subcontractor agrees to indemnify, defend and hold harmless (hereinafter "Indemnify") Williams Company Building Division, Inc. (and its officers, agents, servants and employees) (hereinafter collectively "Indemnitees") from:

1. any claims, demands, lawsuits, judgments, arbitral awards, settlements or other legal or administrative proceedings (hereinafter collectively "Claims")
2. all loss, cost, expense, liability, damage (including incidental, consequential and resulting damage and cost of correction of work), judgments, arbitral awards, penalties, fines or injury, including legal fees and disbursements (whether or not taxable as costs under applicable court rules), costs of compliance, correction or remediation (hereinafter "Loss") which arise or result from, in whole or in part, in any way from Subcontractor's Work, acts or omissions, or any extension, modification, or amendment to the Work by change order or otherwise, or from the acts, omissions or fault of Subcontractor (including Subcontractor's suppliers and independent contractors). These promises to Indemnify extend to and include Claims or Loss which allege or establish that Indemnitees or others were in whole or in part at fault, or the cause of, the claimants' injuries.

(c) Scope of and Exclusions from Subparagraph (b): The Indemnity in paragraph ((b) extends to Claims and Loss of any kind, whether for bodily injury, property damage, or other losses regardless of description; except that, in order to comply with Sec. 725.06, Fla. Stat., the parties agree the following types of claims are excluded:

1. Claims of, or Loss resulting from, gross negligence, or willful, wanton or intentional misconduct of the Indemnitees; or
2. Claims of or Loss resulting from statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Subcontractor or any of its contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees ("Subcontractor's Privies"). Subcontractor acknowledges that any claims which arise out of conditions, acts or omissions within Subcontractor or its Privies' own Work, or any underlying, adjoining or abutting work which Subcontractor has or is deemed to have inspected and accepted, are covered by this Indemnity. Subcontractor agrees that such Claims and Losses, even if founded on alleged violations of (by example and not limitation) any building code, statutes concerning public safety or worker safety, employment terms and conditions, taxes, fees and licenses of any kind, consumer protection, Sec. 553.84 Fla. Stat., Sec. 556.01 et seq. Fla. Stat., Sec. 718.203 et seq., Fla Stat. (or amendments or renumbering's concerning the same or similar matters) are not excluded by Sec. 725.06 Fla. Stat. Subcontractor acknowledges its work includes the duty to inspect and either object to or accept the condition and sufficiency of underlying, adjoining or abutting work to its Work. Subcontractor waives any defense or challenge to this Indemnity concerning such claims to the extent they arise out of Subcontractor or its Privies' acts or omissions, Work, or underlying, adjoining or abutting work which Subcontractor has or is deemed to have accepted
3. As a further limitation to the Indemnity nothing herein shall be applied and construed to result in Subcontractor indemnifying Indemnitees from the fault of any person other than Subcontractor, Indemnitees or their respective officers, employees, contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

(d) Separate Consideration and Monetary Cap: Subcontractor acknowledges it has received separate consideration from Indemnitees for the promises and covenants it has made in this section, including without limitation separate consideration of \$100, and acknowledges this separate consideration is sufficient. This payment is deemed to have been included in the first progress payment for mobilization or overhead. Indemnitees agree that the limit of Subcontractor's liability under this section shall be the sum of 1) \$ ONE MILLION DOLLARS or the amount required by these Contract Documents, whichever is greater, plus 2) the amount of all insurance available to Subcontractor which provides coverage for the Claims. The parties acknowledge that Claims and Loss in amounts greater than the above are commonly made on projects of this type and consequently agree that the amount of this limit is commercially reasonable. Subcontractor acknowledges that this provision is deemed to be a part of the project specifications or bid documents, if any, and irrevocably waives any defense that these provisions are may not be separately stated in the project specifications or bid documents, if any.

(e) Alternate Indemnity Promise: In the event that the Indemnity in paragraphs (a) and (b) shall be held invalid or unenforceable, Subcontractor promises that it shall nonetheless indemnify, defend and hold Indemnitees harmless from all Claims which, in whole or in part, arise out of or result in any way from Subcontractor's Work, or any extension, modification, or amendment to the Work by change order or otherwise, or from the acts, omissions or fault of Subcontractor (including Subcontractor's suppliers and independent contractors). However, Subcontractor shall only be obligated to indemnify Indemnitees to the extent of Subcontractor's fault. This indemnity extends to Claims of any kind, whether for bodily injury, property damage, or other losses regardless of description. The



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promises in this paragraph ((d)) shall not be subject to the monetary cap paragraph (3, nor the limitations against indemnity for gross negligence or statutory violation in paragraph ((c) (except to the extent of those limitations which apply by statute or common law).

(f) Third Party Beneficiaries: Indemnitees other than Williams Company Building Division, Inc. are express third party beneficiaries of this Article. To the extent that Williams Company Building Division, Inc.' contract with Owner requires that Williams Company Building Division, Inc. indemnify Owner, Architect, Engineer or other persons in the chain of construction, then Subcontractor's promises to indemnify in paragraph (e) shall extend to such persons and they shall be Indemnitees under this subcontract. In the event any affiliate or subsidiary of Williams Company Building Division, Inc. performs Work or undertakes any duties concerning the Work, that affiliate or subsidiary shall be an Indemnitee. However, if the inclusion of any Indemnitee other than Williams Company Building Division, Inc. shall render the Indemnity invalid, then Subcontractor shall not be obligated to indemnify that Indemnitee, and this provision shall be modified or deleted to the extent necessary to preserve the validity of the promise to indemnify and defend Williams Company Building Division, Inc. in paragraphs (a) and (b).

(g) Retainage, Setoff or Bond: Williams Company Building Division, Inc. shall have the right to withhold from any payments due or to become due to the Subcontractor, under this Subcontract or any other contract between Williams Company Building Division, Inc. and Subcontractor, in an amount sufficient in its judgment to protect and indemnify Indemnitees from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements. Alternatively, Williams Company Building Division, Inc. may require the Subcontractor to furnish a surety bond satisfactory to Williams Company Building Division, Inc. guaranteeing such protection, which bond shall be furnished by the Subcontractor within five (5) days after written demand has been made therefore.

(h) Duty to Consider Tenders of Defense and Promptly Respond: Subcontractor agrees that it shall promptly, fairly and in good faith consider, evaluate and respond any tender of defense or demand for indemnity (hereinafter "Tender") from Williams Company Building Division, Inc., and respond to such tender in writing within 15 days.

(i) Duty to Forward Tenders To Insurers: The parties understand that insurance policies providing coverage to Subcontractor after completion of the work may provide coverage to Subcontractor or Indemnitees for certain Claims and Losses. Therefore, Subcontractor promises it shall promptly refer any Tender, or any claim by any person other than Williams Company Building Division, Inc. directly against Subcontractor, to its insurance carriers for payment and/or defense, including all carriers providing Subcontractor insurance from the date of this contract through the date of the Tender. Subcontractor shall, within 15 days of written request, provide Williams Company Building Division, Inc. with copies of all insurance policies Subcontractor has had in effect from the date of this subcontract to the date of demand or Tender. Subcontractor shall also provide Williams Company Building Division, Inc. with all correspondence and communications to or from Subcontractor's insurers or indemnitors, concerning such Claims or Tender, to Williams Company Building Division, Inc. promptly upon demand. Subcontractor acknowledges that its Indemnity is not limited by whether or not any insurer responds to or accepts any tender or denies coverage for any claim.

(j) Defense Cooperation: Subcontractor shall communicate with Williams Company Building Division, Inc. concerning the status of and facts underlying indemnified Claims candidly and in good faith. Subcontractor agrees to participate in good faith in any pursuit investigation, mediation or settlement discussions. Williams Company Building Division, Inc. shall have the right to reject any attorneys or other persons selected by Subcontractor or its insurers to defend any claim, and to have the Claim defended by counsel or other persons satisfactory to Williams Company Building Division, Inc. with the cost of such defense to be advanced and funded by Subcontractor under this Indemnity. Subcontractor shall direct and cause attorneys and other persons selected by Subcontractor to defend any Claims under the Indemnity to timely report to and communicate with Williams Company Building Division, Inc. concerning the defense of the Claim. Subcontractor shall not settle any indemnified Claim without the consent of Williams Company Building Division, Inc.. Subcontractor shall defend the entirety of the Claim under the Indemnity, including any portions of the Claim which may ultimately be determined to be the fault of Williams Company Building Division, Inc., and an allocation of fault and accounting for costs and expenses attributable to the parties shall be deferred until after resolution of the Claim.

(k) Preservation of Records and Assistance in Fact Gathering: The parties understand that the prompt gathering of information including project files may help both parties resolve claims favorably. Subcontractor shall preserve records from the Project for not less than 5 years, in readable form. Subcontractor shall promptly provide its project records, including contact information for the project manager and superintendents, within 15 days of request by Williams Company Building Division, Inc.. Subcontractor shall make its employees available for interviews to Williams Company Building Division, Inc. within 15 days of request.

(l) Survival Beyond Termination: Subcontractor acknowledges the Work has an expected life of many years beyond completion of this Subcontract and accordingly the promises herein shall remain in effect after the Work is completed and final payment is received.

(m) Choice of Law: The parties agree that this indemnity is to be governed by Sec. 725.06, Fla. Stat., as is in effect on October 1, 2011, notwithstanding any subsequent modification or amendment, and under Florida law generally. In the event applicable law changes to limit or prohibit the promises in this Article, and this provision is held unenforceable, this Article shall be interpreted and amended to effectuate the intent of the parties to afford Williams Company Building Division, Inc. the fullest indemnity and defense from Subcontractor permissible under applicable law.

(n) Interpretation and Revision: The intention of the parties is that Subcontractor shall provide Indemnitees with the fullest and broadest indemnification rights available under applicable law, but without exceeding the indemnity rights which are permitted by applicable law.



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Any ambiguity or conflicts in this Article should be interpreted and construed to secure that result. However, in the event any such interpretation or construction would result in the indemnity being invalidated, the parties agree such an interpretation or construction should not be given. In the event any portion of this Article shall be held invalid or unenforceable, such portion shall be severed, and the remaining portions shall be given legal effect to the maximum possible extent consistent with the other terms of this Article. In the event applicable law changes to limit or prohibit the promises in this Article, and this provision is held unenforceable, this Article shall be interpreted and amended to effectuate the intent of the parties to afford Williams Company Building Division, Inc. the fullest indemnity and defense from Subcontractor permissible under applicable law.

(o) The Subcontractor expressly and specifically waives any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers compensation laws.

(p) Before commencing with the Work, the Subcontractor agrees to procure and maintain at its own expense, the following insurance from insurance companies satisfactory to Williams Company Building Division, Inc.: provided, however, if the General Contract provides for higher limits, they shall be required of the Subcontractor.

1. Workers Compensation and Employer's Liability Insurance in accordance with the laws of the State in which the Work is situated, even though Subcontractor may be qualified for exemption.
2. Comprehensive general liability insurance including completed operations, contractual liability insurance against the liability assumed in this agreement, and including contractor's protective liability insurance if the Subcontractor sublets to another all or any portion of the Work, with the limits acceptable to the Contractor's insurance agent.
3. Comprehensive automotive liability insurance covering all owned, non-owned and hire automobiles or trust used in connection with the Work, with limits acceptable to the Contractor's insurance agent.

(q) Before commencing the Work, the Subcontractor agrees to furnish insurance satisfactory to Williams Company Building Division, Inc. from each insurance company showing that the required insurance is in force, stating policy numbers, dates of expiration, limits of liability and providing that the insurance will not be cancelled or changed until the expiration of at least (30) days after written notice to Williams Company Building Division, Inc. of cancellation or change. Williams Company Building Division, Inc. and Owner will be named as an additional insured under these policies of insurance. Williams Company Building Division, Inc. will withhold any payment otherwise due for Subcontractor's failure to have in place a satisfactory certificate of insurance.

(r) If the Subcontractor fails to procure and maintain the required insurance, Williams Company Building Division, Inc. has the right, but not the obligation, to procure and maintain insurance for and in the name of the Subcontractor and the Subcontractor agrees to pay the cost and furnish all necessary information to effect and maintain the insurance. Subcontractor shall maintain the required completed operations coverage after the Project is completed for a period of time equal to the Statute of Repose in effect in the state in which the Project is located. In Florida, said Statute of Repose is currently ten (10) years.

(s) 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.

(t) Subcontractor hereby waives and releases all rights to subrogation, or that may be asserted through subrogation, against Contractor, and that arise directly, or indirectly, vicariously, or derivatively through other persons, but only to the extent any such rights arise out of Subcontractor's insurers' payments, settlements, or adjustments of claims.

Article XXIV - Bonds

(a) If it is indicated in the Scope of Work, the Subcontractor agrees to furnish to Williams Company Building Division, Inc. a subcontract bond in the amount of the Subcontract. The form of the bonds and the issuing Surety must be on the approved bond form attached hereto.

Article XXV - Severability

(a) In the event that any provision, or any part of a provision, of this Agreement is determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, that determination will not impair or otherwise affect the validity, legality, or unenforceability of the remaining provisions or parts of provisions of this Agreement, which will remain in full force and effect as if the unenforceable provision or part were deleted.

Article XXVI - Arbitration

(a) All claims, disputes, and other matters in question between the Contractor and Subcontractor arising out of, or relating to, this Agreement or the breach thereof, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise, and the Federal Arbitration Act. The parties agree that the venue for such arbitration shall be in Orlando, Orange County, Florida. The prevailing party in any arbitration or litigation shall be entitled to recover reasonable attorney's fees for the services of its attorney at the arbitration, confirmation proceedings and appeal, if any. A prevailing party is the party who wins the significant issues in the arbitration; unless the award is not at least 25% greater than prior written offer to settle made prior to commencement of the arbitration proceeding, in which case the party who made the rejected offer shall be deemed to have prevailed.



Article XXVII - Entire Agreement

(a) This Agreement constitutes the entire agreement between the parties. No oral representations or other agreements have been made by Williams Company Building Division, Inc. except as stated in the Agreement. This Agreement may not be changed in any way except as provided by this Agreement, and no term or provision may be waived by Williams Company Building Division, Inc. except in writing, signed by its authorized office or agent.

(b) The parties, for themselves, their heirs, executors, administrators, successors and assigns, agree to the full performance of all the terms and provisions contained in this Agreement.

In witness whereof, the parties to these presents have set their hands on the day and year stated above.

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 Building Division, Inc.
291 Southhall Lane
Maitland, Florida 32751

TMMR Holdings LLC
301 A Enterprise St
Ocoee, Florida 34761

SIGNATURE

DATE

Thomas D Mostardi

SIGNATURE

1/30/24

DATE