

SUBCONTRACT AGREEMENT

This Subcontract Agreement is made as of April 24, 2017 by and between

Contractor (Or CM) : United Consulting Services, L.L.C. Phone: 248-706-0603
3495 Pine Estates Drive Fax: 248-706-0603
West Bloomfield, MI. 48323

and
Subcontractor: **Power Lighting & Technical Services** Phone: (313) 935-0499
10824 Chicago Fax: (313) 531-7870
Detroit, MI. 48204 Contact: Martin Paris

The Contractor and Subcontractor agree as set forth below:

ARTICLE 1 - INFORMATION

This Subcontract is based on the following entities, definitions and subject matter:

Project: **SAMPLE PROJECT**
2004 LaSalle, Detroit, Mi. 48209

Owner: First Latin Baptist Church
2004 Scotten, Detroit, Mi. 48209

Architect (Or Engineer): Shelter Studio, LLC
129 DeVillen Ave., Royal Oak, Mi. 48073

Subcontract Amount: **\$35,000.00**
thirty five thousand and 00/100 dollars

Retainage: 5% retainage until 100% completion

Work Description: **16000.00 ELECTRICAL**

This Subcontract is not valid unless signed by both Contractor and Subcontractor and shall become effective on the date first above written.

Contractor: United Consulting Services, L.L.C.

Subcontractor: Power Lighting & Technical Services

(Signature) : _____
(Printed): Michael Woodhouse
(Title): Managing Partner
Date: _____

(Signature) : _____
(Printed): Martin Paris
(Title): President
Date: _____

Witness: _____

Witness: _____

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

ARTICLE 2 - THE CONTRACT DOCUMENTS

2.1 The Contract Documents consist of this Subcontract and all Exhibits listed or referred to herein, plus all other documents that form or govern the Agreement between Contractor and Owner, and any items defined as Contract Documents therein. The Contract Documents may include, without limitation, general, supplementary and other Conditions of the Contract, Drawings, Plans, Specifications, the Project Manual, accepted alternates, all Addenda issued prior to execution of this Subcontract, schedules, and all Modifications issued subsequent hereto. If Contractor is a subcontractor to a Prime Contractor identified as such in ARTICLE 1, the term "Owner" shall include such Prime Contractor unless a more restrictive meaning is clearly indicated by the context in which such term is stated.

2.2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contract Documents govern the Subcontractor's Work, including any such Work performed by Subcontractor prior to the effective date of this Subcontract. Subcontractor shall be bound to Contractor by all of the terms of the Contract Documents with respect to the Subcontractor's Work, and Subcontractor shall assume toward Contractor at least the same obligations that Contractor by the Contract Documents has assumed toward the Owner or other parties. Furthermore, Contractor shall, in addition to other rights and remedies provided by this Subcontract, have the same rights and remedies against Subcontractor that the Owner or any other party has against Contractor. Subcontractor has had an adequate opportunity to review and/or obtain copies of all currently existing Contract Documents and, in any case, Subcontractor shall not be excused from any provisions therein due to any lack of knowledge or understanding of the existence or contents thereof at the time of executing this Subcontract.

2.3 ACCEPTABILITY AND COMPLETENESS OF DOCUMENTS

Contractor makes no representation or warranty concerning the acceptability, accuracy or completeness of any Contract Documents or other information and data prepared by persons other than Contractor or those for whose acts or omissions Contractor is responsible, and shall have no liability to Subcontractor in respect of any patent or latent defects, deficiencies, errors and omissions therein.

2.4 ADHERANCE TO CONTRACT DOCUMENTS

The Subcontractor shall perform no portion of the Subcontractor's Work at any time without Contract Documents and, where required, approved Shop Drawings, Product Data, Samples or other approved submissions. The Subcontractor shall keep at the Project site, for the Contractor's ready reference, one up-to-date copy of the Contract Documents, in good order and marked currently to record all changes made during construction.

2.5 INTERPRETATIONS AND DECISIONS CONCERNING EXECUTION

The Contractor, Owner and Architect may render interpretations and decisions concerning the proper execution or progress of the Subcontractor's Work, and any such interpretation, if given in good faith, shall resolve and take precedence over any ambiguity or other inconsistency within, between or among the Contract Documents.

2.6 ACCEPTABILITY OF PRODUCTS AND WORKMANSHIP

The minimum quality and fitness of products and workmanship shall be based on the requirements that all of Subcontractor's work shall conform with the quality levels established by the Contract Documents and any decisions as to the acceptability of products or workmanship shall rest with the Contractor or other parties as provided by the Contract Documents. What is or has been usual or customary in a given trade or on other projects shall not limit, qualify or reduce the standards of quality, fitness and/or performance of products and workmanship established by or inferable from the Contract Documents.

2.7 PROPER EXECUTION AND COMPLETION OF WORK

The Contract Documents shall be deemed to include and require all items and aspects of labor, material, equipment, services and transportation incidental to or necessary for the proper execution and completion of the Subcontractor's work as it relates to the Project. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents or which is subject to question and interpretation because of conflicts, duplications or ambiguities may, at Contractor's option, be required of Subcontractor if it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the results intended by this Subcontract.

2.8 CONFLICTS BETWEEN THE SUBCONTRACT AND OTHER CONTRACT DOCUMENTS

This Subcontract and the other Contract Documents shall be read to complement each other. In the event of an irreconcilable conflict between the terms of this Subcontract and terms stated in any other Contract Documents, the terms of the Subcontract shall govern. In all other circumstances of irreconcilable conflict, the term(s) which give greater rights to the Contractor or impose greater or more extensive obligations on Subcontractor shall take precedence, at Contractor's option, without regard to the party or person who drafted the instrument wherein the term is stated.

2.9 CHANGES AND MODIFICATIONS TO THE CONTRACT DOCUMENTS

This Subcontract and the Contract Documents contain the entire integrated agreement between the parties. Any executory agreement hereafter made shall be ineffective to change, modify or discharge this Subcontract in whole or in part, unless such executory agreement is in writing and signed by both Contractor and Subcontractor. All verbal or written negotiations, agreements and representations made or conducted by or between either party prior to the date of this Subcontract are hereby voided and shall not serve to supplement, vary or contradict the terms hereof.

ARTICLE 3 - THE WORK

3.1 The Subcontractor's Work is described generally in EXHIBIT F. Such description is subject to any additional detailed descriptions that may be stated elsewhere in the Contract Documents.

3.2 EXAMINATION OF CONTRACT DOCUMENTS

Subcontractor has examined the Contract Documents, acknowledges the Contract Documents to be suitable for said Subcontractor's Work and sufficient for their intended purposes, and agrees to perform the Subcontractor's Work and complete same in full and strict accordance therewith and to the entire satisfaction of Contractor, Owner and Architect.

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

3.3 COORDINATION AND SCHEDULING OF THE WORK

Subcontractor shall coordinate and schedule its Work to insure it is accomplished as an integrated whole with the work of Contractor, other subcontractors and separate contractors. Any labor, materials, equipment, machinery or services necessary to accomplish such integration shall be undertaken by Subcontractor as part of the Subcontractor's Work and at no additional cost to Contractor, whether or not explicitly shown or described in drawings or other Contract Documents. If part of Subcontractor's Work depends for proper execution or results upon construction or operations by the Contractor, Owner, another subcontractor or a separate contractor, the Subcontractor shall, prior to proceeding with that portion of the Subcontractor's Work, promptly report any apparent discrepancies or defects in such other construction to Contractor.

3.4 OBLIGATION TO PERFORM WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS

All of Subcontractor's workmanship, materials, submissions, and samples shall be subject to the approval of Owner, Contractor and Architect but such approval, if and when given, shall neither relieve Subcontractor of its obligations hereunder nor mitigate its liability to Contractor for failure to perform in accordance with the Contract Documents.

3.5 DIRECTIVES TO PERFORM AND SEQUENCE THE WORK

Subcontractor shall promptly comply with any directives issued by Contractor concerning locations where Subcontractor's Work is to be suspended, transferred or performed, the sequence of such Work, and the elements of Work to be executed in preference to other portions. Contractor is not, however, obligated to notify Subcontractor when to begin, cease or resume work or to superintend the Subcontractor's Work so as to relieve Subcontractor of responsibility for any consequence of neglect or carelessness by Subcontractor or those for whose acts and omissions Subcontractor is responsible.

ARTICLE 4 - COMMENCEMENT AND COMPLETION

4.1 ADHERANCE TO SCHEDULE REQUIREMENTS

Subcontractor shall adhere to any Schedule Requirements stated in EXHIBIT A and, furthermore, shall commence all elements of Subcontractor's Work when and as directed by Contractor and diligently and continuously prosecute and coordinate such Work using such work forces, supervision, materials and equipment as required to insure that Contractor, other subcontractors and third parties will not be delayed, interrupted, hindered or disrupted by Subcontractor's activities or operations and to insure completion of the work for the Project within the time specified by any construction schedule dates and/or milestones now or hereafter established in accordance with this Subcontract or other Contract Documents.

4.2 MAINTAIN THE PROGRESS OF THE WORK

Time is of the essence of this Subcontract with respect to performance of Subcontractor's work and any breach of same shall go to the essence thereof. If, in the opinion of the Contractor, the Subcontractor is behind schedule in its Work or fails, without cause, to maintain progress of its Work to conform to the general progress and sequence of all work for the Project, Subcontractor shall, at its own expense, perform any overtime work, use extra labor, and undertake all other means necessary to bring its Work back into conformity therewith.

4.3 SCHEDULE MONITORING AND UPDATING

Initial or revised Project schedules may, from time to time, be issued by Contractor or other parties to schedule and coordinate the times required for one or more areas, phases or types of work on the Project. Subcontractor shall participate and cooperate in scheduling the times and sequences required in Subcontractor's area of Work and shall perform such Work in accordance with any such schedules. Subcontractor shall continuously monitor current schedules and advise Contractor of the status of Subcontractor's progress in respect thereto as requested. In addition, Contractor, Owner and Architect shall have free and open access to any other locations on or off the site of the Project where any part of the Subcontractor's Work is being performed, and may observe, test and inspect any element of such Work during the course of construction, fabrication or assembly of same. Subcontractor shall fully cooperate in connection with all such observations, tests and inspections. Further, Subcontractor shall afford Contractor's separate subcontractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work.

4.4 NOTIFICATION OF DELAYS AND CLAIMS

Subcontractor shall immediately notify Contractor of any circumstance which may affect the times and sequences in the schedule, and shall submit all notices, claims and requests for extensions of time in writing to Contractor sufficiently in advance to allow Contractor to fulfill Contractor's responsibilities to Owner concerning same. However, in no event shall a request for time extension by Subcontractor be submitted later than (5) days after the commencement of event upon which such request is based. Subcontractor shall be deemed to have waived any right to time extension if notice thereof is not provided to Contractor within such (5) day time period.

4.5 REPORTS AND COORDINATION MEETINGS

Subcontractor shall prepare and submit periodic written work reports in such form and at such times as Contractor may prescribe. A representative of Subcontractor shall attend all meetings scheduled by Contractor or other third parties for the purpose of scheduling and coordinating work for the Project, and any such representative attending any such meeting shall be conclusively deemed to have the authority to bind Subcontractor during the course thereof.

4.6 NOTICE OF FAILURE TO PERFORM

If Subcontractor refuses or neglects to supply an adequate quality or quantity of workers, supervision, materials, equipment, services or facilities, or fails in any respect to prosecute the Subcontractor's Work with promptness, diligence and in accordance with the Contract Documents, or fails to perform and fulfill any other obligations arising thereunder, Contractor may upon (48) hours written notice to Subcontractor, and without prejudice to any other remedy Contractor may have, take such steps as Contractor may, in good faith, deem advisable, necessary or expedient to correct or otherwise address such refusal, neglect or failure. Contractor may deduct any cost incurred for such corrective action, including a reasonable allowance for overhead and profit, from any money due or thereafter to become due from Contractor to Subcontractor. Any such refusal, neglect or failure by Subcontractor shall also constitute grounds for default termination by Contractor as provided by ARTICLE 12.

SUBCONTRACT AGREEMENT

4.7 LIABILITY FOR DELAYS AND FAILURE TO PERFORM

Subcontractor shall be liable for all costs and damages sustained by Contractor as a result of any unexcused delay or other failure by Subcontractor or those persons for whom Subcontractor is responsible to prosecute and complete Subcontractor's Work as prescribed by the Contract Documents, including, without limitation, any actual or liquidated damages assessed against Contractor by the Owner, separate contractor or other party. If any period of delay or disruption is caused, in whole or in part, by the concurrent acts, omissions or neglect of the Subcontractor and Contractor, other subcontractors, or other third parties, a proportionate share of the damages sustained by or assessed against Contractor, including liquidated damages, may be assessed by Contractor against Subcontractor.

4.8 EXTENTION OF TIME

4.8.1 It is contemplated that Subcontractor's performance under this Subcontract may be delayed, accelerated suspended, hindered or disrupted (a) by acts or omissions of the Owner, Contractor, Architect, other subcontractors and other parties involved with the Project, or (b) by other circumstances not caused by or within the control of Subcontractor and recognized by the Contract Documents as excusable conditions justifying extension of the time afforded for performing and completing Subcontractor's Work. In such cases, Subcontractor may request an extension of time for performance and completion of the Subcontractor's Work. The extension of time to which Subcontractor may be entitled under this Paragraph shall under no circumstances exceed the extension of time granted to Contractor. Furthermore, such time extension shall be Subcontractor's sole and exclusive remedy in respect of its Work being delayed, accelerated suspended, hindered or disrupted.

4.8.2 Accordingly, Subcontractor shall not be entitled to recover any damages, delay damages or additional compensation of any type whatsoever as a consequence thereof, notwithstanding the nature of the circumstances giving rise thereto or the extent or duration thereof, any and all such circumstances and consequences being within the contemplation of the parties.

4.9 MUTIPLE CREWS, MUTIPLE SHIFTS AND OVERTIME

Contractor may, at any time, schedule and direct Subcontractor to perform Subcontractor's Work using multiple crews or shifts, or on an overtime basis. If overtime work is directed and such work is not required due to Subcontractor's acts, omissions or delays, Contractor shall pay the cost of the premium time only, without overhead or profit, and Subcontractor agrees to accept such portion in complete settlement of any and all claims for damages, loss, cost or expense caused by or in any way related to overtime conditions or directives, including, but not limited to, costs for owned or rented machinery or equipment. As a condition to its right to payment under this paragraph, Subcontractor shall keep and present a satisfactory and verifiable accounting of compensate overtime labor costs, with appropriate supporting documentation as required by Contractor.

4.10 All materials and labor shall be furnished at such time as shall be for the best interests of the Contractor and all subcontractors concerned to the end that the combined work of all may be properly and fully completed in accordance with scheduling and coordination requirements for the Project.

ARTICLE 5 - PAYMENT

5.1 SUBCONTRACT AMOUNT

As full consideration for complete and timely performance of the Subcontractor's Work and for all obligations and conditions undertaken and risks assumed by Subcontractor in connection therewith, Subcontractor shall be paid the Subcontract Amount stated in EXHIBIT F. The Subcontract Amount shall be the total sum paid to Subcontractor, except as may be amended by Change Order as provided herein.

5.2 ALLOWANCES IN THE CONTRACT DOCUMENTS

The Subcontract Amount includes all allowances stated in the Contract Documents for the Subcontractor's Work, if any. Items covered by these allowances shall be supplied for such amounts and by such persons as the Contractor may direct. Unless otherwise provided in the Contract Documents, allowances shall cover the cost to the Subcontractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes. Costs for unloading and handling on the site, labor, installation, overhead, profit and other expenses associated with items covered by allowances are included in the Subcontract Amount and no additional compensation shall be paid to Subcontractor therefore. Whenever the actual cost of the materials and equipment delivered at the Site is more than or less than the allowance, the Subcontract Amount shall be adjusted accordingly by Change Order.

5.3 SCHEDULE OF VALUES

Subcontractor shall submit to Contractor a schedule of values of the various parts of the Subcontractor's Work aggregating the total sum of this Subcontract. Such schedule of values must be submitted to and approved by Contractor as a condition precedent to Subcontractor's right to apply for or receive any payments hereunder, and shall be in such form, and contain such detail and categories for Work, as Contractor may prescribe. The schedule of values, along with EXHIBIT F, as approved by Contractor, shall be used as a basis for applications for payments, unless later found by Contractor to be in error. If requested by Contractor, Subcontractor shall also furnish a sworn list of sub-subcontractors and material suppliers intended to be used by Subcontractor for any part of the Subcontractor's Work.

5.4 PROGRESS PAYMENTS

Except as otherwise provided herein, and provided Subcontractor is not in default hereunder, progress payments will be made to Subcontractor on a monthly basis for Subcontractor's Work performed through the preceding month. The amount of an interim or final payment to Subcontractor shall not exceed the value of labor and materials incorporated by Subcontractor in the Subcontractor's Work as of the date of the application for payment, less retainage thereon to be withheld therefrom in such percentages as may be provided in this Subcontract, and less the aggregate of previous pay applications. Furthermore, the amount of a progress payment shall not exceed the percentage of completion allowed to Contractor by Owner for the Subcontractor's Work, less the specified retainage.

5.5 PAY WHEN PAID CLAUSE

Payments shall not become due to Subcontractor for any portion of its Work unless and until Contractor receives payment for such portion of Work from Owner and the amount due shall not exceed the net amount actually received by Contractor as applicable to Subcontractor's Work after deducting Contractor's profit and overhead margin. Such receipt of payment by Contractor is intended as a condition precedent to Contractor's obligations to pay Subcontractor and Subcontractor accepts the risks associated with such contingencv.

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

5.6 APPLICATION FOR PAYMENT

Subcontractor's applications for payments shall be submitted in strict conformity with EXHIBIT E set forth herein or as otherwise prescribed by Contractor. Each application shall be submitted on such forms as Contractor may prescribe, and shall be accompanied by breakdown data and other documentation as necessary to permit checking and verification of amounts properly payable to Subcontractor on account of Subcontractor's Work.

5.7 PAYMENT FOR STORED MATERIAL

If the Contract Documents permit payment for materials, machinery or equipment not incorporated into Subcontractor's Work, but delivered and suitably stored on or off the site of the Project, Subcontractor shall, as a condition to its right to receive any such payment, provide all certificates, documents of title, insurance coverage's and other items prescribed by the Contract Documents to establish, ensure and protect Contractor's or Owner's title and right of possession and access to any such materials for which payment is being sought.

5.8 SWORN STATEMENTS AND WAIVERS OF LIEN

Subcontractor shall promptly pay for all materials, machinery, equipment and labor used in, or in connection with, the performance of this Subcontract, and no interim or final payments shall become due until Subcontractor has furnished affidavits, waivers, releases, certificates, or other evidence satisfactory to Contractor to establish that Subcontractor has paid for or discharged all actual or prospective claims and liens in respect of such materials, machinery, equipment and labor. Furthermore, Contractor may, at any time, require Subcontractor to provide a duly executed sworn affidavit or statement identifying all sub-subcontractors, materialmen and laborers engaged or employed by Subcontractor to furnish labor, materials, equipment or services to or for the Project and the respective amounts claimed by each to be due and owing from Subcontractor, in which event the submission of such affidavit or statement shall be an additional condition to contractor's obligations in respect of payment to Subcontractor hereunder.

5.9 WITHHOLDING OF PAYMENTS

Payments otherwise due to Subcontractor may be withheld by Contractor upon the existence or reasonable belief of Contractor concerning the existence or probability of (i) uncorrected defective or non-conforming Work, (ii) claims or liens filed in connection with Subcontractor's work, (iii) Subcontractor's failure or neglect to make payments properly due to its sub-subcontractors or for materials, machinery, fuel or labor, or applicable taxes, fees and fringe benefits or (iv) reasonable doubt that the Subcontract can be completed for the balance then unpaid, (v) any other breach of this Subcontract or (vi) any other conditions specified elsewhere in the Contract Documents as grounds for withholding of payment. If the said causes are not removed, Contractor may, upon written notice, rectify the same at Subcontractor's expense and may make direct disbursement to unpaid claimants from payments withheld; however, the right of Contractor to make such direct payment shall not be construed to create a duty to do so. Contractor may offset against any sums due Subcontractor the amount of any liquidated or un-liquidated obligations of Subcontractor to Contractor, whether or not arising out of this Subcontract.

5.10 No payment to Subcontractor shall operate as an approval of Subcontractor's Work, or any part thereof, or as a release of Subcontractor from any of its obligations under this Subcontract.

5.11 Amounts paid to Subcontractor prior to the date of this Subcontract for Work performed pursuant to a Letter of Intent or other interim authorization given by Contractor, if any, shall be applied against the Subcontract Amount.

5.12 FINAL PAYMENT

5.12.1 Final payment of the unpaid balance of the Subcontract Amount shall not become due until and unless (a) Subcontractor's Work is fully completed and performed in accordance with the Contract Documents and is satisfactory to and approved by Owner, Contractor and Architect, and (b) Subcontractor has delivered all manuals, record drawings, guarantees, and warranties for material, machinery and equipment furnished by Subcontractor, and testing and/or inspection results or reports applicable to Subcontractor's Work, and (c) delivery to Contractor of satisfactory evidence that all labor and material accounts incurred by Subcontractor in connection with his work have been paid in full, and (d) other submittals have been provided as prescribed elsewhere in this Article, and (e) Subcontractor has fulfilled all other requirements established by the Contract Documents to serve as conditions for final payment, and (f) Contractor has received full and final payment from Owner for such Work, which receipt of payment shall be a condition precedent to Contractor's obligation to make final payment to Subcontractor.

5.12.2 The making and acceptance of any sum tendered as final payment to Subcontractor shall constitute a waiver of any and all claims by the Subcontractor, excepting those claims previously made in writing and specifically identified as unresolved in the Subcontractor's application for final payment.

ARTICLE 6 - BONDS AND INSURANCE

6.1 BONDS

6.1.1 If Bonds are required to be provided by Subcontractor as set forth in ARTICLE 1 or elsewhere in the Contract Documents, such Bonds shall name Contractor as obligee, and each such Bond shall be in a penal sum equal to the Subcontract Amount, and be executed on such form and with such surety as is acceptable to Contractor. The premium costs incurred for such Bond(s) shall be included in such Subcontract Amount.

6.1.2 If Bonds are not required as of the date of this Subcontract, the Contractor may nevertheless, by written notice to Subcontractor at any time before final completion and acceptance of Subcontractor's Work, require Subcontractor to provide the performance and/or payment Bonds in such penal sums as Contractor may determine to represent the value of Subcontractor's Work remaining to be performed, completed or corrected as of the date of the notice. If Subcontractor is not then in default under this Subcontract and no cause exists for withholding of payment to Subcontractor pursuant to ARTICLE 5, the premium costs for such bonds, excluding overhead and profit, will be added to the Subcontract Amount by Change Order; otherwise, such costs shall be paid by Subcontractor without increase in the Subcontract Amount.

6.1.3 Subcontractor shall have no right to receive any payments under this Subcontract until and unless required payment and performance bonds are properly executed and furnished to Contractor, regardless of the status of the Subcontractor's Work or performance by Subcontractor.

6.2 INSURANCE

6.2.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- A. Types and limits as required by the Prime Contract and identified in the project specifications.
- B. Contractor and Others required by Prime Contract, will be named as additional insured

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

6.2.2 Subcontractor shall maintain at its own cost, such insurance as will protect it from claims under the worker's compensation laws of the state in which the Subcontractor's Work is being performed and also public liability and property damage insurance in such amounts and with such coverage's to fulfill Subcontractor's obligations with regard to the indemnification requirements and any claim, damage, loss or expense described in this Subcontract. Liability insurance shall be carried on an occurrence basis. Amounts and specific coverage's for insurance to be provided hereunder shall be as required by the Contract Documents, as provided in any exhibit to this subcontract, or as otherwise separately agreed between the parties in writing. Such insurance shall provide coverage regardless of the negligent acts of any of the Owner, Contractor, Architect, Subcontractor and sub-subcontractors and any of their respective officers, directors, consultants, agents and employees, and shall be endorsed to include the Owner, Contractor, Architect, and their respective officers, directors, consultants, agents and employees as additional insured.
(see EXHIBIT B for specific insurance limits and coverages)

6.2.3 Prior to commencing the Subcontractor's Work, Subcontractor shall cause a Certificate of Insurance to be executed by one or more companies acceptable to Contractor and shall file a copy thereof with Contractor. Should Contractor request a copy of the actual policy from Subcontractor, the actual policy or copy thereof will be supplied to Contractor. Contractor may withhold payment to Subcontractor pending receipt of such Certificate in satisfactory form.

6.2.4 Should Subcontractor fail or neglect to provide the required insurance, Contractor shall have the right, but not the duty, to provide such insurance and deduct the cost thereof from any money due to Subcontractor any and all premiums paid by Contractor for and on account of said insurance. The policy or policies shall further provide that the insurance will not be canceled or changed prior to at least (30) days after written notice by certified mail of such cancellation or change has been received by Contractor.

6.2.5 WAIVERS OF SUBROGATION

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub -subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary . The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 7 - CHANGES

7.1 MODIFICATIONS BY WRITTEN CHANGE ORDER

The Subcontractor's Work may be modified in any respect by changes, additions or deletions directed by or on behalf of Owner or Contractor, and the Subcontract Amount and time for completion may be adjusted accordingly, by written Change Order in accordance with this Subcontract.

7.2 SUBCONTRACTOR WRITTEN NOTICE OF CHANGE

The Contractor will provide Subcontractor with notice and a written description of the desired change in the form of drawings or otherwise. The Subcontractor shall submit a firm Change Order proposal for any adjustments in the Subcontract Amount and/or time for completion resulting from the proposed change to the Contractor within (10) calendar days or sooner as prescribed. The Subcontractor's Change Order proposal shall not thereafter be modified or withdrawn without Contractor's approval. Subcontractor shall, provided a written order signed by Contractor is received, promptly proceed with the Subcontractor's Work involved. in any change. In the event Contractor directs the Subcontractor to perform the change in the Subcontractor's Work by a written order other than a signed Change Order and without agreeing to Subcontractor's Change Order proposal, the Subcontractor shall proceed to perform the change as directed.

7.3 WRITTEN NOTICE OF NO COST CHANGE

The Contractor will have authority to order minor changes in the Subcontractor's Work not involving an adjustment in the Subcontract Amount or an extension of time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Subcontractor. The Subcontractor shall carry out such written order promptly and in the manner directed by the written order.

7.4 CHANGE ORDER AUTHORIZATION

No alterations, increases or decreases shall be made in the Subcontractor's Work as shown or described by the Contract Documents except as specifically authorized or directed by a written order signed by a duly authorized representative of Contractor. Subcontractor shall have no claim for additional, extra or changed Work unless such Work is undertaken in pursuance of such written signed order. Any Work performed without such written order will be at Subcontractor's sole risk and expense.

7.5 WRITTEN NOTICE OF CLAIM

7.5.1 Except as otherwise provided by Paragraph 7.2 in respect of changes in the Subcontractor's Work proposed by Contractor, Owner or other third parties, in all circumstances whereby Subcontractor desires to preserve the right to claim or recover an increase in the Subcontract Amount, recovery of costs or damages or extension of time, Subcontractor shall, as a condition to such right, give Contractor written notice thereof (7.5.1.a) within (4) days after the first occurrence of the event giving rise to such claim, or (7.5.1.b) at least (4) days before the date when Contractor is required by the terms of the Contract Documents to provide the same or similar notice to Owner or other third party, whichever occurs first. The notice shall particularly set forth the event(s) or fact(s) supporting and giving rise to such claim, the cost thereof and the time extension requested, if any. In no event shall Subcontractor prevail upon any monetary claim or request for extension of time in connection with any individual or cumulative changes, matters, circumstances or conditions that have previously been addressed by a Change Order or Modification executed between the parties.

7.5.2 It is further expressly agreed that under no circumstances shall any failure or delay in giving such notice be excused, and no reservation of rights to make or submit a claim at a later date shall be effective to preserve the claim if not timely and properly made in accordance with this Paragraph. The provisions of this Paragraph shall not be deemed to establish or enhance any rights and/or remedies otherwise excluded by other provisions of this Subcontract or the Contract Documents.

7.6 DETERMINING SUM PAYABLE FOR CHANGES

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

In determining the sums payable to Subcontractor for changes in Subcontractor's Work, costs for labor, machinery, fuel and materials shall be at prevailing rates in the Project area. Unless otherwise provided in the Contract Documents, labor costs shall mean wages paid for labor under applicable collective bargaining agreements, or under a salary and wage scale agreed upon by Contractor and Subcontractor, and shall include such welfare and other benefits, if any, as may be payable with respect thereto in accordance with any applicable salary and wage scale. In no case shall compensation for changes in Subcontractor's Work include an allowance for profit and overhead in excess of (10%) for subcontracted work and (15%) for work performed by your own forces.

7.7 SUBMITTAL OF CHANGE ORDER DOCUMENTATION

Subcontractor shall, in respect of changes ordered by Contractor, including but not limited to, disputed Work directives, submit labor, time and other appropriate records to Contractor for review on a daily basis. Such records shall accurately describe all work performed in compliance with the order or directive in such detail as necessary to permit Contractor to verify Subcontractor's costs for performing such work. Signature of Contractor's representatives upon such records shall be solely for the purpose of confirming review thereof and shall not itself constitute an agreement by Contractor to make payment to Subcontractor.

7.8 DIRECTIVE TO PROCEED WITH DISPUTED WORK

If Owner, Contractor or Architect disputes the validity or amount of a Change proposal or claim submitted by Subcontractor or if a dispute exists between Subcontractor and Contractor concerning whether Work entitles Subcontractor to additional compensation but Contractor nevertheless directs Subcontractor to proceed with the disputed work, Subcontractor shall promptly commence, prosecute and complete such Work pending resolution of the dispute.

7.9 AUTHORITY TO DIRECT AND AUTHORIZE CHANGES

Only representative(s) specifically designated by Contractor in writing shall have the authority on behalf of Contractor under this Subcontract to make economic decisions affecting Subcontractor to direct the actions of Subcontractor, to authorize changes in the Subcontractor's Work and to issue Change Orders or otherwise modify the terms of this Subcontract. Contractor may rely on the authority of any on-site or off-site managerial or supervisory employee or officer of the Subcontractor to bind the Subcontractor concerning such matters.

ARTICLE 8 - WARRANTY AND CORRECTION OF DEFECTS

8.1 WARRANTY

8.1.1 Subcontractor warrants to the Owner, Contractor and Architect that all materials, machinery and equipment furnished and incorporated pursuant to this Subcontract shall be new unless otherwise specified, and that all Work under this Subcontract shall be and remain of good quality, free from faults, liens, security interests and defects and in strict conformance with the Contract Documents. All Work not conforming to these standards shall be considered defective. The Subcontractor agrees to indemnify and hold Owner, Contractor and Architect harmless from any losses, costs or other damages or expenses (including attorneys' fees) resulting from any breach of the foregoing warranty. Nothing herein shall in any way limit the right of Owner, Contractor or Architect to assert claims for damages resulting from patent or latent defects in the Subcontractor's Work for the period of limitations prescribed by law.

8.1.2 The Subcontractor shall bear all expenses incurred in connection with the inspection, removal, repair, correction, handling and transportation of defective or nonconforming Work or Work whose acceptance has been revoked. In addition, at Contractor's option, Subcontractor shall: (i) bear the costs of replacement materials, equipment and labor and all damages incurred by Contractor and (ii) pay Contractor for all expenses incurred in and delay caused by remedying defective or otherwise nonconforming Work. The provisions of this Paragraph shall survive the making and acceptance of final payment and/or termination of this Subcontract.

8.2 CORRECTION OF DEFECTS

The Subcontractor shall, at its sole expense, promptly and properly repair, replace or otherwise correct any Work that is (8.2.a) rejected by Owner, Contractor or Architect, or (8.2.b) known, observed or discovered at any time by Subcontractor, Contractor, Owner or Architect to be defective or failing to conform to the Contract Documents. Furthermore, if, within eighteen months after final completion and acceptance of the Project, or such longer period as established in respect of Contractor's obligations under the Contract Documents, the Work or any portion thereof is found to be not in accordance with the requirements of the Contract Documents, Subcontractor shall correct it promptly after receipt of written notice from Contractor to do so. The period within which Subcontractor shall be obligated to correct Work shall be extended with respect to portions of Work, including corrective work, first performed after final completion and acceptance of the Project. Subcontractor's obligations under this Paragraph shall survive completion and acceptance of the Subcontractor's Work and Project and termination of this Subcontract.

8.3 FAILURE TO CORRECT WORK

If Subcontractor fails to correct any defective or nonconforming Work as required or persistently fails to carry out Work in accordance with the Contract Documents, Contractor may, in addition to any other right or remedy afforded by this Subcontract, issue a written order to Subcontractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, Contractor's right to stop the Work shall not give rise to a duty on the part of Contractor to exercise such right for the benefit of Subcontractor or other persons or entities.

8.4 NO PERIOD OF LIMITATIONS

Nothing contained in this Article shall be construed to establish a period of limitation with respect to obligations of Subcontractor arising from defective or non-conforming Work. Specifically, the obligation of Subcontractor to correct the Subcontractor's Work has no relationship to the time within which the Subcontractor's warranty obligations may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Subcontractor's obligations other than the correction of the Subcontractor's Work nor to the time within which defects or deficiencies in the Subcontractor's Work must first be observed or experienced.

8.5 All rights and remedies afforded to Contractor by this Article as against Subcontractor may be assigned to the Owner.

ARTICLE 9 - GENERAL OBLIGATIONS

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

9.1 PROTECTION OF EXISTING WORK

Subcontractor shall at his own expense (9.1.a) take all necessary precautions to protect the work of other trades from any damage caused by Subcontractor's operations, and (9.1.b) watch over, care for and protect from damage or injury by any cause whatsoever, all of Subcontractor's Work, complete or otherwise, and all of his materials, supplies, tools, machinery and equipment at or near the Project. Subcontractor agrees, without loss or damage to Contractor, to make good any loss or damage to any and all such Work, materials, supplies, tools, machinery and equipment up to the final acceptance of the entire Project by the Owner.

9.2 SAFETY PRECAUTIONS

Subcontractor shall take all reasonable safety precautions with respect to Subcontractor's Work, shall comply with such safety measures and accident reporting procedures as may be initiated by Contractor or authorized third parties. Furthermore, Subcontractor shall strictly comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property and for reporting, disclosing, communicating about, disposing, treating and handling of hazardous or toxic substances. Subcontractor shall be liable for any and all fines, penalties and assessments levied against Contractor as the direct or indirect result of Subcontractor's failure or neglect to comply with any such laws, ordinances, rules, regulations and orders, and the imposition of any such fine, penalty or assessment shall constitute grounds for withholding of payment of amounts otherwise due to Subcontractor.

9.3 TEMPORARY FACILITIES, UNLOADING AND HOISTING

Subcontractor shall be responsible for unloading and hoisting all of its materials, supplies, tools, machinery and equipment in order to ensure the timely completion of Subcontractor's Work and shall provide all temporary facilities and services necessary to complete the Work in accordance with the Contract Documents and as required by weather and other work conditions at the Project site. The Contractor shall not be responsible for providing any temporary facilities or services necessary for the Subcontractor to perform the Work, except as may be specifically noted otherwise herein or otherwise separately agreed in writing.

9.4 SUBCONTRACTING, ASSIGNING AND TRANSFERING OF THE WORK

Subcontractor shall not subcontract, assign or transfer this Subcontract or any part thereof or amounts due or to become due hereunder without the written consent of Contractor.

9.5 SUBCONTRACTOR NOTICES AND COMPLIANCE

Subcontractor shall give all notices and comply with the requirements of all applicable insurance policies and all codes, laws, ordinances, rules, regulations and orders of any public authority, bearing on the performance of the Work under this Subcontract, whether now existing or hereafter promulgated. Subcontractor shall secure and pay for all permits, fees and licenses necessary for the execution of the Subcontractor's Work, and shall pay all local, state and federal taxes in connection with the Subcontractor's Work, and agrees that all costs thereof are included in the Subcontract Amount. There shall be no increase in the Subcontract Amount resulting from any new or additional taxes or contributions. When required by Contractor, Subcontractor will furnish satisfactory evidence showing that all such payments have been made. If Subcontractor performs any Work contrary to such requirements, codes, laws, ordinances, rules and regulations Subcontractor shall assume full responsibility therefore, and shall bear all costs and damages attributable thereto.

9.6 INDEMNIFICATION

9.6.1 To the fullest extent permitted by law, Subcontractor shall indemnify, hold harmless and defend Contractor, Owner and Architect, and all of their officers, directors, agents, employees and consultants, from and against all claims, damages, fines, penalties, losses and expenses, including attorney's fees, arising out of or resulting from the performance of Subcontractor's Work or the use of any products, materials, machinery or equipment furnished by Subcontractor, regardless of whether it is caused in part by any negligent act or omission of a party indemnified hereunder.

9.6.2 By way of illustration only, and without limiting the scope of the foregoing, Subcontractor's obligations under this Paragraph shall extend to claims, damages and expenses attributable to (a) bodily injury, sickness, disease, or death, (b) patent or other intellectual property infringement, (c) injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (d) actual or alleged violations of laws or regulations governing safety or environmental hazards or toxic substances. Furthermore, Subcontractor's obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

9.6.3 The obligations of Subcontractor under this Paragraph shall not apply to Architect's malfeasance or that of, its agents or employees for any negligent act or omission of Subcontractor in whole or in part caused by or arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of or failure to give directions or instructions by Architect, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

9.7 KEEP PROJECT FREE OF LIENS AND CLAIMS

9.7.1 To the fullest extent permitted by law, Subcontractor will save and keep the Project structures and improvements, the real estate within which the Project is situated, the interests of the Owner and all other persons in such Project and real estate and the contract proceeds or other monies now due or hereafter to become due and payable by the Owner to Contractor free from all mechanic's and other liens and from any claim against contract proceeds or to establish the personal liability of the Owner or other third party by reason of the Subcontractor's Work or any labor, materials or other things used therein.

9.7.2 If Subcontractor fails to remove any lien or claim against the Owner or contract proceeds by any of its sub-subcontractors, material suppliers or others for whom it is responsible, by bonding or otherwise as directed by Contractor, Contractor may retain sufficient funds out of any money due or thereafter to become due by Contractor to Subcontractor to pay the same and all costs incurred by reason thereof and may pay or bond said lien and costs out of any funds at any time in the hands of Contractor and otherwise owing to Subcontractor.

9.8 CLEANING UP

Subcontractor will clean up, daily, and haul off the premises, or to a place on the premises specifically designated by Contractor, all debris occasioned by the Work done hereunder and will leave the Project and premises clean and free of equipment, machinery, materials, temporary facilities and debris. Any trash, debris, or liquid that poses a possible threat of fire or safety shall be removed from the premises immediately. If, after (24) hours notice by Contractor to Subcontractor, Subcontractor has not diligently proceeded with clean up as outlined in this Paragraph, then Contractor may proceed with such clean-up work at Subcontractor's cost and expense.

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

9.9 SHOP DRAWINGS AND SAMPLES

Subcontractor shall, at its sole expense and in such manner and within such time limits as Contractor may prescribe, submit to Contractor complete shop drawings, data, catalog cuts samples and other appropriate submittals as required by the Contract Documents in respect of Subcontractor's Work. Review, approval or other actions by Contractor and/or Architect upon such submittals shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents, nor of its responsibility for the proper matching and fitting of its Work with contiguous work. Failure of Subcontractor to make original or revised submittals in a timely fashion and in the manner required to assure timely and proper completion of all work for the Project shall be cause for termination of this Subcontract as provided by ARTICLE 12 or other remedies available to Contractor in respect of Subcontractor's breach or default hereunder.

9.10 FIELD MEASUREMENTS

Notwithstanding the dimensions given on the plans, specifications and other Contract Documents, it shall be the obligation and responsibility of Subcontractor to take such measurements as will insure the proper matching and fitting of all items and components of the Work covered by the Subcontract with other elements of the Work and with contiguous work of others. Subcontractor shall verify measurements, lines and grades of existing conditions and structures at the site, and when indicated dimensions are not in agreement with field measurements, shall notify the Contractor immediately, in writing, requesting clarification. Subcontractor is responsible for his own layout and for the protection and preservation of all installed engineering data and layout points and shall take all necessary precautions to insure that said data or points are not damaged, destroyed, altered or changed. Re-engineering, if required, shall be performed at Subcontractor's expense. Subcontractor shall be responsible for all cutting and patching required in the prosecution of the Subcontractor's Work.

9.11 INVESTIGATION OF SITE CONDITIONS

Subcontractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Subcontractor's Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads or other forms of access, and uncertainties of weather, river stages, tides or similar physical conditions of the site, the conformation and conditions of the ground with the character and content of all other contracts related to the Project, and the character of machinery, equipment and facilities needed preliminary to and during prosecution of the Subcontractor's Work. Subcontractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials, obstacles and other conditions, which may be encountered. Contractor assumes no responsibility for any conclusions or interpretations made by Subcontractor on

9.12 DIRECTIVES AND ORDERS FROM CONTRACTOR

Except as may otherwise be specifically provided by this Subcontract to the contrary, Subcontractor shall take any directions and orders regarding the performance of this Subcontract only from Contractor and shall be solely responsible to Contractor for Subcontractor's selection of all construction means, methods, techniques, sequences and procedures utilized in performance of the Subcontractor's Work. Contractor shall not be liable for any costs or damages incurred by Subcontractor to respond or conform to any orders, directives or other form of communications made directly to Subcontractor by any persons other than Contractor's authorized personnel.

9.13 INFRINGEMENT OF PATENT RIGHTS

Subcontractor shall pay all royalties and defend any suit or proceeding brought against Contractor, Owner or Architect so far as based on a claim that any machinery, equipment or any part thereof, or software furnished under this contract constitutes an infringement of any patent right.

9.14 LIMITATIONS OF USE OF SITE

The Subcontractor shall limit use of the site to areas defined by Contractor and to the construction limits for its Work and storage to allow for work of other contractors and third parties and shall assume full responsibility for the protection and safekeeping of materials, machinery and products provided under the Subcontract and stored on the site or elsewhere during fabrication, storage and shipping. Subcontractor shall, at no cost to Contractor, move any stored products which interfere with operations of the Contractor or other contractors or subcontractors as directed by Contractor and obtain and pay for the use of additional storage or work areas needed for the Subcontractor's operations.

9.15 SPECIAL INSPECTIONS, TESTING AND APPROVALS

If the Contractor determines that any Work requires special inspection, testing, or approval he may perform or order Subcontractor to perform such special inspection, testing or approval. If such special inspection or testing reveals a failure of the Subcontractor's Work to comply with the requirements of the Subcontract documents, the Subcontractor shall bear all costs thereof by deductive Change Order or direct reimbursement to Contractor as appropriate.

ARTICLE 10 - DISPUTES

10.1 DECISIONS AND DETERMINATIONS CONTRACTUALLY BINDING

Any decision or determination by the Owner or Architect under the Contract Documents that in any manner and by whatever means becomes binding upon Contractor shall also become equally binding upon Subcontractor insofar as it relates to or affects Subcontractor's Work or other obligations assumed or to be fulfilled by Subcontractor, including without limitation any amounts and payments to which Subcontractor may be entitled or for which Subcontractor may be liable. Any award, judgment or agreement in settlement of a dispute concerning such matters and resulting from arbitration, litigation or negotiations in which the Owner and Contractor are parties or participants shall be as binding upon Subcontractor and its Surety as though Subcontractor and its Surety were named and joined in such proceeding, provided that Subcontractor has been given a reasonable opportunity to join, participate, assist or provide supporting evidence in the presentation of any claim, defense or other issue in controversy that is settled or resolved thereby.

10.2 ARBITRATION AGREEMENT

10.2.1 All claims, disputes and other matters in controversy arising out of or related to this contract, or the breach thereof, shall be decided by arbitration in accordance with the most recent edition of the Construction Industry Arbitration Rules of the American Arbitration Association, but as modified by this article, unless the parties agree otherwise. This Paragraph shall not be construed to require Contractor and Subcontractor to submit to arbitration of any claim, dispute or other matter involving from or giving rise to: (i) a claim by or against the Owner or other third party unless the Owner or such third party is subjected to the jurisdiction of, or consents in writing to be joined as a party to the arbitration between the Contractor and the Subcontractor; (ii) termination of this Subcontract; (iii) claims which have been waived by the making or acceptance of final payment as provided by Paragraph 5.13; or (iv) costs or damages sustained or claimed by Subcontractor because of delay, hindrance or suspension of Work or any other act or omission, condition or occurrence in respect of which any of the provisions of this Subcontract or other Contract Documents deny or limit Subcontractor's rights of claim or recovery.

SUBCONTRACT AGREEMENT

10.2.2 A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The decision of the arbitrator will be final and conclusive. The arbitration award shall be binding upon the Subcontractor's sureties as if such sureties were named and joined in the arbitration proceeding and at the Contractor's option, such sureties may be joined as parties therein.

10.2.3 The arbitration hearing locale shall be in Sterling Heights, Michigan unless the Contractor agrees to a different venue. The arbitration shall be conducted by one arbitrator. The arbitrator will not have the power or authority to: (1) award consequential, punitive, exemplary or speculative damages; (2) to ignore any provision of this Subcontract; (3) to retain any expert; (4) to order discovery; or (5) to order depositions.

10.2.4 Notwithstanding the foregoing Arbitration terms, the Contractor at its sole option and discretion may elect to litigate claims in any court of competent jurisdiction. Venue shall be Macomb County Michigan unless the Contractor decides in its sole discretion to select an alternative venue.

10.3 NON INTERFERENCE WITH PROGRESS OF WORK

No dispute shall interfere with the progress of the Subcontractor's Work, and Subcontractor shall proceed with all Work, including disputed work, despite the existence of, and without awaiting the resolution of, any such dispute.

10.4 EVIDENCE AND DOCUMENTATION OF CLAIMS

In any instance or proceeding whereby any claim, dispute or other matter in controversy between Contractor and Subcontractor involves, arises from or gives rise to a similar claim, dispute or other matter in controversy as between the Contractor and Owner or another third party, Subcontractor shall furnish and present evidence, documentation and other information to support its claim, defense or other position in respect thereof and shall pay or reimburse Contractor for all costs, fees and expenses associated with the negotiation, settlement, arbitration, litigation or other means undertaken to resolve such matters. It is expressly understood that as to any and all Work performed or agreed to be performed by the Subcontractor and as to any and all actual or alleged damages incurred by Subcontractor in connection with the Project, Contractor shall under no circumstances be liable to Subcontractor to any greater extent than Owner or other third party is found liable to Contractor.

10.5 RECOVERY OF INTEREST

In any instance whereby Contractor is entitled, under the terms of this Subcontract, to be indemnified by or recover any monies from Subcontractor, Contractor shall be entitled to, in addition, recover from Subcontractor (i) interest on any sums due from Subcontractor at the rate of twelve percent (12%) per annum to accrue from the date due until paid, notwithstanding any dispute or uncertainty concerning the means or standards by which the amount of monetary recovery is to be ascertained, (ii) reasonable attorney's fees incurred by Contractor for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and (iii) all court costs, fees paid to experts, arbitration fees and like expenses.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1 TRADE JURISDICTIONAL DISPUTES

11.1.1 Subcontractor shall not employ workers, materials, machinery or equipment which may cause strikes, work stoppages, sympathy strikes or any other interruption of or interference with work or any disturbances by workers employed by Subcontractor, Contractor, the Owner or other contractors or subcontractors on or in connection with the Work or the Project or at the location thereof. 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 in which the Subcontractor's Work is being done and Subcontractor shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Paragraph shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes.

11.1.2 Subcontractor agrees that Subcontractor and Subcontractor's employees, agents, Sub-subcontractors and suppliers shall work in harmony with all other subcontractors and their employees, agents, sub-subcontractors and suppliers in the interest of timely and orderly completion of the Project. In the event that, in the opinion of Contractor, Subcontractor has refused or failed to comply with any provisions of this Paragraph, then Contractor shall be at liberty to terminate the employment of Subcontractor for default as provided in ARTICLE 12.

11.2 ACTIONS OF OWNER, CONTRACTOR OR ARCHITECT

No action or failure to act by the Owner, Contractor or Architect shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

11.3 WRITTEN NOTICES

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation or Subcontractor's Authorized Representative for whom it was intended, or if delivered at or sent by registered or certified mail, or if transmitted and received by facsimile telephone transmission (FAX), to the last business address or fax telephone number known to him who gives the notice.

11.4 WRITTEN NOTICE OF CLAIM

Should either party to the Subcontract suffer injury or damage to person or property (other than to the Subcontractor's Work) because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within (3) days after the injury or damage was made known to the party making claim. This Paragraph shall not apply to injury or damage to property caused by or resulting from breach of warranty or duty to correct defective work as provided in ARTICLE 8.

11.5 ASSIGNMENT OF SUBCONTRACT

Subcontractor acknowledges the right of the Contractor to assign all or any portion of this Subcontract to the Owner or other third party as may be provided by the Contract Documents. Contractor shall furnish written notice of such assignment to Subcontractor and upon Subcontractor's Work receipt thereof, the assignee shall succeed to the rights and obligations of Contractor under this Subcontract and under any surety bond furnished by Subcontractor, without recourse by Subcontractor against Contractor, except as such notice of assignment may otherwise provide.

11.6 LAWS GOVERNING THE CONTRACT

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

This Subcontract shall be governed by the laws of the jurisdiction within 0 County, in the State of 0.

11.7 OTHER PROJECTS

In the event that Subcontractor has more than one Subcontract with Contractor upon this or other projects and breaches any of the Subcontracts by failing to perform or by failing to make required payments to laborers, sub/subcontractors, suppliers or materialmen or by any other breach, or incurs any other debt to Contractor, Contractor shall have the right to withhold payment for work performed upon this project and/or apply such funds to payment of Subcontractors obligations on other projects or its obligations to Contractor, provided, that Contractor shall first insure that Subcontractors Trust Fund obligations upon this Subcontract are satisfied prior to applying such funds as set forth above.

ARTICLE 12 - TERMINATION

12.1 WRITTEN NOTICE OF TERMINATION

Contractor shall have the right at any time, upon (48) hours prior written notice to Subcontractor, to terminate this Subcontract in whole or in part and require Subcontractor to cease work thereunder; such termination shall be rightful as against Subcontractor whether undertaken because of Subcontractor's default or for the convenience of the Owner or Contractor. If termination is for default, the respective rights and obligations of the parties shall be as provided in Paragraph 12.2; if termination is for the convenience of Contractor or Owner, or if the Subcontract is terminated upon Contractor's belief that Subcontractor is in default but it is subsequently determined that Subcontractor was not then in default, the rights and obligations of the parties shall be as provided in Paragraph 12.3 hereof.

12.2 FAILURE OR DELAY BY SUBCONTRACTOR

If Subcontractor at any time (i) refuses or neglects to supply adequate and competent supervision or a sufficiency of properly skilled workmen or of materials of the proper quality or quantity, or (ii) fails in any respect to prosecute the work with promptness and diligence or otherwise in accordance with the Contract Documents, or (iii) fails in the performance of any agreement or obligation on its part herein contained or provided by the Contract Documents, or (iv) otherwise delay the work of Contractor, other subcontractors or other third parties, or (v) is otherwise in default as defined by the provisions of the Contract Documents as applicable to the right of the Owner or other third party to terminate its contract with Contractor, or if any of the above stated events or conditions of default shall exist under any uncompleted separate or additional subcontract between Subcontractor and Contractor, whether for this Project or any other project, then Contractor may terminate the employment of Subcontractor on the Project upon the grounds of Subcontractor's default, whereupon Contractor shall have the right in addition to such other rights and remedies as may be afforded to Contractor under this the Contract Documents, or by law, to enter upon the premises and take possession of Subcontractor's materials, equipment, tools and appliances of any kind whatsoever, and to employ or contract with one or more other persons or use its own forces to finish the Subcontractor's Work and/or to correct or take other action to bring the Subcontractor's Work into conformity with the requirements of the Contract Documents. In such case Subcontractor shall not be entitled to receive any payment under this Subcontract which might otherwise be due it until the Subcontractor's Work shall be finished and payment in full therefore shall be made by Owner to Contractor, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expenses incurred by Contractor in completing and correcting Subcontractor's Work, plus any costs and damages sustained by Contractor by reason of such failure or lack of performance by Subcontractor,

including attorney's fees, costs of administration, and a reasonable allowance for overhead and profit, such excess shall be paid by Contractor to Subcontractor, but if such expense plus costs and damages shall exceed such unpaid balance, Subcontractor and its sureties shall be liable to Contractor for such deficiency. A determination of default made by Contractor in good faith under the belief that a default exists under the terms hereof, shall be conclusive on the fact of such default and on Contractor's right to proceed as provided in this Paragraph.

12.3 PAYMENT TERMS IN EVENT OF TERMINATION

If this Subcontract is terminated for the convenience of Contractor, or if terminated upon Contractor's belief that Subcontractor is in default but Subcontractor is not then in default, then Contractor shall pay to Subcontractor an amount limited to the unpaid Subcontract value of authorized and approved Work performed by Subcontractor prior to notice of termination, adjusted for amounts and damages, if any, for which Subcontractor is liable or which the Contractor is entitled to retain and withhold pursuant to the terms of this Subcontract. Recovery by Subcontractor of lost anticipated profit, overhead, delay, acceleration or other direct, indirect or consequential damages relating to portions of Subcontractor's Work not performed under the uncompleted portions of this Subcontract are hereby specifically excluded. The payment provided by this Paragraph should constitute Subcontractor's exclusive remedy in the event of such termination. A termination caused by disapproval of Subcontractor by Owner or other third party shall not entitle Subcontractor to recover termination expenses under this Paragraph.

SUBCONTRACT AGREEMENT

ARTICLE 13 - SUBCONTRACT EXHIBITS

- Exhibit "A" Schedule Requirements
- Exhibit "B" Insurance Requirements
- Exhibit "C" Safety and Hazard Communication
- Exhibit "D" Equal Employment Opportunity/Affirmative Action
- Exhibit "E" Billing Requirements
- Exhibit "F" Scope of Work and Schedule of Values
- Exhibit "G" Enumeration of Drawings

**EXHIBIT A
SCHEDULE REQUIREMENTS**

Time is of the essence with regard to Subcontractor's performance. Subcontractor shall provide Contractor with any requested scheduling information of Subcontractor's Work. The Schedule of Work, including that of this Subcontract shall be prepared by Contractor and may be revised as the Work progresses.

Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation.

Subcontractor shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

Subcontractor shall provide properly coordinated submittals and shop drawings in a timely manner to insure delivery of all materials and equipment as required to maintain uninterrupted progress of the work.

Subcontractor shall visit the site and attend all project coordination meetings as necessary to insure thorough knowlegde of the progress of all trades and will insure that your work is properly coordinated. Subcontractor will insure that all materials and equipment are available for installation at the proper time as dictated by the project schedule and job progress.

If applicable, Subcontractor acknowledges building is occupied by Owner and will sequence and schedule work accordingly to provide minimum interference to the Owner's operations.

The following schedule is included with this contract and subcontractor agrees to meet the schedule as outlined.

Issue By: AGI Construction
Data Date: April 6, 2017
Page 1
thru Page 4
Project Start Date: April 6, 2017
Completion Date: September 14, 2017
Guarantee Years: 1

Special Schedule Requirements:

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

EXHIBIT B
INSURANCE REQUIREMENTS

- A. The Subcontractor shall purchase and maintain insurance for protection from the claims set forth below which may arise out of or result from the Subcontractor's operations under this Subcontract Agreement, whether such operations be by the Subcontractor or by any Sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts.
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Subcontractor's employees.
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Subcontractor's employees.
 4. Claims for damages insured by usual personal injury liability coverage which are sustained (a) by any person as a result of any offense directly or indirectly related to the employment of such Person by the Subcontractor, or (b) by any other person.
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible Property, including loss of use resulting therefrom.
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The Insurance required by Paragraph A shall be written for not less than the following specified limits of liability or the limits required by law or the Prime Contract, whichever is greater:
- | | |
|---|-----------------------------------|
| 1. Workers' Compensation | |
| A. State | Statutory |
| B. Applicable Federal Statutes (e.g. USL&H, Longshoremen's, Admiralty, etc.) | Statutory |
| C. Employer's Liability | \$100,000/\$500,000/\$100,000 |
| 2. Commercial General Liability | |
| Bodily Injury & Property Damage | \$1,000,000 Each Occurrence |
| Personal & Advertising Injury | \$2,000,000 Each Occurrence |
| Products and Completed Aggregate | \$2,000,000 Each Occurrence |
| 3. Excess/Umbrella Liability | \$3,000,000 Umbrella Form |
| 4. Comprehensive Automobile Liability | |
| Bodily Injury and Property Damage combined
(owned, non-owned, and hired vehicles) | |
| A. Each Occurrence | \$1,000,000 Combined Single Limit |
| 5. Scheduled Equipment | |
| 6. Contractual assumed liability | |
| Liability loss, cost, damages, attorney fees assumed by
subcontractor under this agreement | |
- C. Coverage's must be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Subcontract Work until date of final payment and termination of any coverage required to be maintained after final payment.
- D. The insurance required by Paragraph A shall include contractual liability insurance applicable to the Subcontractor's indemnification obligations.
- E. Certificates of Insurance acceptable to Contractor shall be submitted to Contractor prior to commencement of Subcontract Work. These certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least (30) days prior written notice has been given to Contractor, and shall indicated the amounts of any and all policy deductibles.

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

- F. Furnish one copy of Certificates herein required for each copy of agreements; specifically set forth evidence of all coverage required by paragraph A. The form of the Certificate shall be AIA Document G705 or Accord Form 25. Furnish to Contractor copies of any endorsements that are subsequently issued amending deductibles, coverage, or limits.
- G. The Subcontractor and all his Sub-subcontractors in connection with the above mentioned Workers' Compensation and Occupational Disease Insurance, shall furnish to Contractor duly executed Certificate of Compliance forms as prescribed by the Michigan Workers' Compensation Bureau showing that such insurance is in full force and effect.
- H. The Subcontractor's and all his Sub-subcontractors' insurance policies must provide the following endorsements for Contractor and his officers, agents, employees, successors, or assigns. Certificate of insurance shall indicate that these endorsements in favor of the respective Certificate Holder are in effect:

CONTRACTOR: United Consulting Services, L.L.C.
3495 Pine Estates Drive
West Bloomfield, MI. 48323

- I. The following must be named as additional insured on the liability policy:

Endorsements:

1. Additional Insured Endorsement of general liability, automobile liability, and excess liability policies. Insurance Services Offices (ISO) Endorsement CG2010 or its equivalent is to be provided on the general liability policy. Insurance Services Offices (ISO) Endorsement CG2010 or its equivalent is to be provided on the general liability policy.
 2. The General Liability Policy must be endorsed to provide that general aggregate applies separately to each project. ISO Endorsement CG2503 is to be provided for this requirement.
 3. General Liability and Automobile Liability policies shall be endorsed to provide thirty (30) days notice of cancellation to the additional insured.
 4. The General Liability, Automobile Liability, and Workers' Compensation policies are to be endorsed with a waiver of subrogation in favor of Contractor.
 5. All insurance policies provided by the Subcontractor and his Sub-subcontractors shall be endorsed to provide primary non-contributing coverage as respects any insurance maintained by Contractor.
- J. Notwithstanding the foregoing, if the Subcontract Sum is less than Fifty Thousand Dollars (\$50,000), Subcontractor may request Contractor to alter the foregoing insurance requirements, which Contractor may do in the exercise of its sole discretion.

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT
EXHIBIT C
SAFETY AND HAZARD COMMUNICATION

The Subcontractor agrees that the prevention of accidents to its workmen and other workmen engaged upon or in the vicinity of the Work is its responsibility. The Subcontractor shall comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, any State Occupational Safety and Health Act provisions or regulations, and all standards, rules, regulations, and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work by United Consulting Services, L.L.C..

Subcontractor shall take all precautions which are necessary to protect against any conditions created during the progress of the Subcontract Work which involve any risk of bodily harm to persons or risk of damage to any property. Subcontractor shall continuously inspect the Subcontractor Work, materials and equipment to discover and determine any such conditions, which affect the safety and health of employees, which Subcontractor brings on the Project Site in connection with the performance of the Subcontract Work.

When so requested or ordered, the Subcontractor shall stop any part of the Work which United Consulting Services, L.L.C., Owner or Architect deems unsafe until corrective measures satisfactory to United Consulting Services, L.L.C. have been taken, and the Subcontractor agrees that it shall not have or make any claim for damages growing out of such stoppages. Should the Subcontractor neglect to take such corrective measures, United Consulting Services, L.L.C. may do so at the cost and expense of the Subcontractor and may deduct the cost thereof from any payments due to the Subcontractor. Unsafe practices by others shall in no way relieve the Subcontractor of its responsibility to prevent accidents and to follow all applicable health and safety standards.

Subcontractor hereby acknowledges that at all times during the performance of the Subcontract Work it shall comply with the Safety Policy and the Jobsite Rules and Regulations of United Consulting Services, L.L.C. which may be modified from time to time. Subcontractor shall have responsibility for the safety of its employees and agents. The issuance of safety bulletins or requirements by United Consulting Services, L.L.C. shall not be interpreted or construed to the effect that United Consulting Services, L.L.C. has voluntarily or gratuitously assumed any duty to Subcontractor, its employees, servants, agents, or representatives for safety related matters even though Subcontractor and its employees must and shall abide by any and all safety requirements issued by United Consulting Services, L.L.C. The issuance of safety requirements by United Consulting Services, L.L.C. does not limit the primary responsibility of the Subcontractor and is not to be construed as any indication that Contractor has assumed any responsibility with respect to the safety of Subcontractor's Work.

HAZARD COMMUNICATION

In accordance with state and federal law, the Subcontractor hereby agrees to comply with the provisions of the Contractor's or Owner's Hazard Communication Policy, to inform Subcontractor's employees, agents, Sub-subcontractors and invitees as to all hazards to which they may reasonably be exposed and to require the utilization of appropriate precautions with respect to protecting such individuals from hazardous substances.

1. If Subcontractor foresees bringing hazard chemicals onto the site, then he shall provide a list of all such chemicals to the Contractor who will provide a copy of the list to the Owner.
2. Subcontractor shall maintain and make available at the project site, in the project office, or in the Subcontractor's on-site vehicle, current Material Safety Data Sheets for each listed chemical. These should be bound in three ring binders with tabs for easy access and referencing in case of an emergency.
3. Subcontractor shall ensure that appropriate personal protective equipment is available for handling each listed chemical and those employees have received proper training.
4. Subcontractor shall ensure that appropriate warning labels are attached to all incoming containers.
5. Subcontractor shall handle each listed chemical in accordance with all-applicable local, state, and federal regulations.

Failure to comply with the foregoing requirements will be considered a material breach of this contract. The failure of United Consulting Services, L.L.C. to enforce at any time any of the provisions of this Order, or to require at any time performance by Subcontractor of any of the provisions hereof, shall be in no way construed to be a waiver, nor affect the validity of this Order or any part thereof or the right of United Consulting Services, L.L.C. to thereafter enforce each and every provision.

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

EXHIBIT D
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

Unless otherwise exempt, Subcontractor agrees that it shall comply with the requirements of the Civil Rights Act of 1964, Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, Section 502 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Executive Order 11625, and all applicable rules and regulations promulgated thereunder and, specifically, the provisions of 41 C.F.R. sections 60-1.4, 60-741.4, 60-741.4, 60-350.4 and 1-1310.2 respectively, the Civil Rights Act of 1991, and the American with Disabilities Act.

During the performance of this Subcontract, Subcontractor agrees as follows:

1. Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. Subcontractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of Subcontractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.
3. Subcontractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of Subcontractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Subcontractor will comply with all provisions of said Executive Order No. 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.
5. Subcontractor will furnish all information and reports required by said Executive Order No. 11246 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.
6. In the event of Subcontractor's noncompliance with the nondiscrimination clauses of this Subcontract or with any rules, regulations, or orders, this Subcontract may be canceled, terminated or suspended in whole or in part and Subcontractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said Executive Order No. 11246 and such other sanctions may be imposed and remedies invoked as provided in said Executive Order No. 11246, or as otherwise provided by law.
7. Subcontractor will include the provisions of Paragraph (1) through (6) in every Subcontract or Purchase Order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said Executive Order No. 11246 so that such provisions will be binding upon each Sub-Subcontract or Vendor. Subcontractor will take such action with respect to any Sub-Subcontract or Purchase Order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however that in the event Subcontractor becomes involved in, or is threatened with, litigation with a Sub-Subcontractor or Vendor as a result of such direction by the contracting agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Subcontractor further agrees that it shall comply with all other requirements applicable to the Contractor relating to equal employment opportunity and any other matters as the Contractor shall from time to time be required by any governmental authority, agency or instrumentality, whether by contract or otherwise, to cause Subcontractor to comply with.

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

EXHIBIT E - BILLING REQUIREMENTS

Item Description

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

EXHIBIT "F" - SCOPE OF WORK AND SCHEDULE OF VALUES

The subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, material, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

Item	Description	Schedule of Values
16000.01	ELECTRICAL WORK	\$23,000.00
16000.02	Furnish and install all ELECTRICAL WORK as called for on the contract documents and as required to meet City Building Codes	
16000.03	and as outlined in the following scope of work description:	
16000.04	This contract is based on a Design/Build premise.	
16000.05	Install a new 400-Amp, 120/240-Volt electrical service. This work includes properly grounding the electrical service.	
16000.06	Install a new CT Cabinet, DTE Meter and 400-Amp Rated Feeder.	
16000.07	Re-connect the existing 200-Amp, 120/240-Volt electrical panel to the new service.	
16000.08	Install a new 100-Amp, 120/240-Volt electrical panel to the new service.	
16000.09	Install LED lighting throughout the basement. This work includes installing new lighting controls and circuits in each room.	
16000.10	Install new egress lighting throughout the basement.	
16000.11	Install general use receptacles circuits and outlets throughout the basement.	
16000.12	Install receptacle circuits with GFCI receptacles in the restrooms, condensate pumps in the mech room, and exterior condensing units.	
16000.13	Install one data/communication outlet in each classroom.	
16000.14	Install 120-volt, 15-Amp power to the exhaust fans in the men and women's restrooms.	
16000.15	The Mechanical contractor will provide and install the fans and all associated ductwork.	
16000.16	The fans will be controlled by the local lighting control in each restroom.	
16000.17	Install a 120-Volt, 15-Amp circuit to each furnace fan motor.	
16000.18	Install a 120-Volt, 15-Amp circuit to the condensate pumps.	
16000.19	Install a 120-volt, 15-Amp circuit to the Duct Smoke Detectors. This circuit shall include a lock on the circuit breaker.	
16000.20	Install 240-Volt, single-phase 50-Amp circuits for two (2) condensing units.	
16000.21	Maintain the existing temporary power and lighting system.	
16000.22	Permits and inspections are included in this estimate.	
16000.23	FIRE ALARM WORK	
16000.24	fully automated fire alarm system (if required by City of Detroit)	\$12,000.00

TOTAL CONTRACT AMOUNT \$35,000.00

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

GENERAL CONDITIONS

- 16000.01 Daily cleanup
- 16000.02 Removal of all debris to legal off-site dumpsite.
- 16000.03 Scaffolding and manlifts required to execute your own work

- 16000.04 Hoisting of materials
- 16000.05 Layout of all work
- 16000.06 All work to adhere to approved MIOSHA standards

- 16000.07 Provide dust protection to prevent spreading of dust into the existing building
- 16000.08 Barricades and protection to protect the general public and existing construction
- 16000.09 All work to adhere to local building codes and shall be ADA compliant
- 16000.10 Patch and seal penetrations at masonry and gypboard walls and floor and ceiling structure

Contractor Initial

Subcontractor Initial

SUBCONTRACT AGREEMENT

EXHIBIT G - ENUMERATION OF DRAWINGS AND DOCUMENTS

Drwg No.	Drawing Description	Issued By	Date
S-001	STRUCTURAL NOTES AND SPECIFICATIONS	LaVere Structural Consulting, LLC	Foundation Drawings
S-101	FOUNDATION PLAN	LaVere Structural Consulting, LLC	Foundation Drawings
S-501	FOUNDATION DETAILS	LaVere Structural Consulting, LLC	Foundation Drawings
A-01	PROPOSED Lower Level	Shelter Studio, LLC	Foundation Drawings

Contractor Initial

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