

# SUBCONTRACT AGREEMENT

THIS AGREEMENT, Made as of

---

Between the Contractor: **United Consulting Services, LLC**  
3495 Pine Estates Drive, West Bloomfield, MI 48323  
313-283-4633

---

and the Subcontractor: **Power Lighting & Technical Services**  
16051 Grand River, Detroit, MI 48227  
313-363-8686

---

For the Project: **19309 GREENFIELD - Phase 1 - Electrical and Roofing Repairs (EPDM)**  
19309 Greenfield, Detroit, MI 48235

---

Project Owner: **DETROIT FRIENDS MEETING**  
19309 Greenfield, Detroit, MI 48235

## Article 1. SCOPE OF WORK

Line Item: **16000** **Update panels, Egress Lights, Misc repairs**

- 1.1 Subcontractor has heretofore entered into a contract with said Contractor to furnish all labor, materials and equipment to perform all work described above according to the construction documents. The Contract Documents included in this agreement are outlined in EXHIBIT A - CONTRACT DOCUMENTS which is attached to the Agreement.
- 1.2 The Scope of Work included in this agreement is outlined in EXHIBIT B - SCOPE OF WORK which is attached to the Agreement.
- 1.3 Subcontractor shall provide labor and materials pertaining to the work scope described above as required in said documents and as specified herein, while complying with all applicable building codes.
- 1.4 In addition the following attachment covers additional contract provisions: EXHIBIT D - MISCELLANEOUS PROVISIONS which is attached to the Agreement.

## Article 2. PAYMENT TERMS

- 2.1 Subcontractor understands and agrees that progress payment requests shall be written and given to the contractor/job superintendent before the 28th day of each month. All work for the portion requested must be completed prior to the request for payment. The Contractor will request a draw and payment will be made to the Subcontractor after the draw is received. The Contractor will make payments to the contractor pursuant to the attached EXHIBIT C - SCHEDULE OF VALUES as work required by said schedule is satisfactorily completed.
- 2.2 Progress payments, less retainage of **10.00%** shall be made to Subcontractor for Work satisfactorily performed no later than (7) seven days after receipt of payment by Contractor from Owner for Subcontractor's Work and for Final payment from Owner for Subcontractor's Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, guarantees, etc. required by the Contract Documents or Contractor.
- 2.3 Please note that a certificate of Liability Insurance and Workman's Compensation Insurance must be received before the first payment is made or the contractor will hold a percentage needed to cover the labor portion of the job.
- 2.4 The Total Contract Value Shall Be **\$9,500.00**  
**Nine Thousand Five Hundred Dollars and No Cents**

## Article 3. TIME OF COMPLETION

- 3.1 Subcontractor shall keep both an adequate size and properly trained crew on the job site so as to complete the project within project schedule dates as described herein.
- 3.2 Start Date: **Tuesday, May 9, 2023**  
Completion Date: **Friday, July 7, 2023**

# **SUBCONTRACT AGREEMENT**

## **Article 4. CHANGE ORDERS**

- 4.1 Subcontractor understands and agrees that no change orders or contract additions will be made unless agreed to in writing by Contractor. If any additional work is performed and not covered in this contract, the Subcontractor proceeds at his own risk and expense. No alterations, additions, or small changes can be made in the work or method of the performance, without the written change order signed by the Contractor and Subcontractor.

## **Article 5. CLEAN-UP**

- 5.1 Subcontractor will be responsible for cleaning up the job on a daily basis, including all generated construction debris, drink cans, food wrappers, and/or other trash. If it becomes necessary, the Subcontractor will be back charged for appropriate clean up by deducting clean-up costs from payments.

## **Article 6. TAXES AND PERMITS**

- 6.1 The Subcontractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this contract. The Subcontractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed.

## **Article 7. INSURANCE AND INDEMNITY**

- 7.1 The Subcontractor shall maintain, at his own expense, full and complete insurance on its work until final approval of the work described in the contract. The Subcontractor shall not hold the Contractor liable from any and all costs, damages, fees and expenses from any claims arising on the project. Failure of the Subcontractor to maintain appropriate insurance coverage may deem a material breach allowing the Contractor to terminate this contract or to provide insurance at the Subcontractor's expense.
- 7.2 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, Contractor's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

## **Article 8. WARRANTY**

- 8.1 Subcontractor shall warranty all labor, materials and equipment furnished on the project for against defects in workmanship or materials utilized. The manufacturers warranty will prevail. No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after (number of years) beyond the completion of the project or cessation of work.
- 8.2 Subcontractor shall execute issue a PROJECT GUARANTEE FORM to Contractor and Owner warranting the project until the following date: **Saturday, July 6, 2024**

## **Article 9. HAZARDOUS MATERIALS, WASTE, AND ASBESTOS**

- 9.1 Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Subcontractor shall notify the Contractor immediately and allow the Contractor to contract with a properly licensed and qualified hazardous material contractor.

## **Article 10. ARBITRATION OF DISPUTES**

- 10.1 Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. As an option, facilitation can be used in place of arbitration if agreed upon by both parties.

## **Article 11. ATTORNEY FEES**

- 11.1 In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

# SUBCONTRACT AGREEMENT

## Article 12. ACCEPTANCE

12.1 Upon completion, the project shall be inspected by the Owner and the Contractor, and any repairs necessary to comply with the contract documents shall be made by the Subcontractor. Final Payment shall not be made to the Subcontractor until all corrective work or punchlist work is completed.

Witness our hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Signed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

# SUBCONTRACT AGREEMENT

## 19309 GREENFIELD - Phase 1 - Electrical and Roofing Repairs (EPDM)

### EXHIBIT A - CONTRACT DOCUMENTS

ID	Doc ID	Issued By	Doc Name	Document Release	Date Issued
352	1	Renaissance Contracting and Roofing	Renaissance Contracting & Roofing Quote - Roof Proposal	Phase 1A Documents	3/9/2023
354	2	Bob George Planning / Drafting Services	19309 Greenfield Plans 030723 Sheets 1 and 2	Phase 1A Documents	9/4/2018

2

## SUBCONTRACT AGREEMENT

19309 GREENFIELD - Phase 1 - Electrical and Roofing Repairs (EPDM)

### Exhibit B - SCOPE OF WORK

Item No	Description
1	Update the Main Electrical Panel
2	Egress Lighting
3	Minor Repairs
4	Electrical Permit and Inspections
5	Fire stopping electrical penetrations per code requirements is included

## SUBCONTRACT AGREEMENT

19309 GREENFIELD - Phase 1 - Electrical and Roofing Repairs (EPDM)

### Exhibit C - SCHEDULE OF VALUES

Item No	Description	Amount
1	Update the Main Electrical Panel	\$4,800.00
2	Egress Lighting	\$500.00
3	Minor Electrical Repairs	\$4,200.00
		\$9,500.00

## SUBCONTRACT AGREEMENT

19309 GREENFIELD - Phase 1 - Electrical and Roofing Repairs (EPDM)

### Exhibit D - CONTRACT PROVISIONS

Item No	Description
1	Daily cleanup is included
2	A waste container will be provided by United Consulting Services free of charge for all debris
3	Submittals are required for all equipment and materials to be provided under this contract