

JOB NO: _____
DATE: 2-15-2022

SUBCONTRACT (SHORT FORM)

ACCOUNT CODE: _____

This agreement is made this 15th day of February 20 22, and effective the 15th day of February 20 22 by and between Selective Construction Corporation
Blue Star, Inc. (Subcontractor) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

PROJECT: Rochester Avon Retail 945 & 975 S. Rochester Road Rochester Hills, MI.
OWNER: Rochester Avon Partners, LLC. 251 E. Merrill Street, Ste. 205 Birmingham, MI. 48009
ARCHITECT: Rogvoy Architects, P.C. 20700 Civic Center Drive, Ste. 170 Southfield, MI. 48076
CONTRACTOR: Selective Construction Corporation 14460 Lakeside Circle, Ste. 160 Sterling Heights, MI. 48313
SUBCONTRACTOR: Blue Star, Inc. 21950 Hoover Warren, MI. 48089

ARTICLE 1

CONTRACT PAYMENT. The Contractor agrees to pay Subcontractor for satisfactory performance of Subcontractor's Work the sum of Forty-Six Thousand ----- 00/100 Dollars (\$ 46,000.00).

Progress payments, less retainage of 10 %, shall be made to Subcontractor for Work satisfactorily performed no later than seven (7) days after receipt by Contractor of payment from Owner for Subcontractor's Work. Final payment of the balance due shall be made to Subcontractor no later than seven (7) days after receipt by Contractor of final payment from Owner for Subcontractor's Work. These payments are subject to receipt of such lien waivers, affidavits, warranties and guarantees required by the Contract Documents or Contractor.

Invoices based on % to be completed through the end of the month, to be submitted by the 20th of the month.

ARTICLE 2

SCOPE OF WORK. Subcontractor agrees to commence Subcontractor's Work herein described upon notification by Contractor, and to perform and complete such Work in accordance with Contract Documents and under the general direction of Contractor in accord with Contractor's schedule. This shall include all work necessary or incidental to complete the:

Demolition

Work for the Project as more particularly, though not exclusively specified in Rogvoy Architects, P.C. plans dated 1-28-2021.

ARTICLE 3

SCHEDULE OF WORK. Time is of the essence. 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.

Any and all submittals, cutsheets or shop drawings, if requested in the bidding specifications, are to be turned in to General Contractor as soon as possible for approval prior to ordering.

ARTICLE 4

CHANGES. Contractor, without nullifying this Agreement, may direct Subcontractor in writing to make changes to Subcontractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents.

ARTICLE 5

FAILURE OF PERFORMANCE. Should Subcontractor fail to satisfy contractual deficiencies within three (3) working days from receipt of Contractor's written notice, then the Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for payment of same, including reasonable overhead, profit and attorney's fees.

ARTICLE 6

INSURANCE. Prior to the start of Subcontractor's Work, Subcontractor shall procure and maintain in force for the duration of the Work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and all insurance required of Contractor under the Contract Documents. Contractor, Owner and Architect shall be named as additional insureds on each of these policies, except for Worker's Compensation. A Certificate of Insurance shall be forwarded to Selective Construction Corporation prior to job commencement..

ARTICLE 7

INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner, Architect, Architect's consultants, and Contractor from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Subcontract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Subcontractor or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified. The obligation of Subcontractor under this Article shall not extend to claims or losses that are primarily caused by the Architect, or Architect's consultant's performance or failure to perform professional responsibilities.

ARTICLE 8

WARRANTY. Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of one (1) year from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer.

ARTICLE 9

SPECIAL PROVISIONS. (Insert any special provisions required by this Subcontract).

In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

Blue Star, Inc.

SUBCONTRACTOR (FIRM NAME)

Scott Krall

Digitally signed by Scott Krall
DN: cn=Scott Krall, o=Blue Star, Inc.,
ou, email=skrall@bluestardemo.com,
c=US

Date: 2023.02.18 13:53:46 -0500

BY: (Type or print signer's name and title)

Scott Krall, President

Subcontractor s Federal Tax ID Number:

38-3027089

Selective Construction Corporation

CONTRACTOR (FIRM NAME)

Shelly Murphy

BY (Type or print signer's name and title)
Shelly Murphy- Office Manager

BLUE STAR, INC.
21950 Hoover
WARREN, MI 48089
PHONE: (586) 427-9933 FAX: (586) 427-9934
estimating@bluestardemo.com
BID PROPOSAL

Selective Construction
14460 Lakeside Circle, Suite 160
Sterling Heights MI 48313
Attn: Larry Jones

Email: ljones@selectiveconstruction.net

ESTIMATE NO: 60009 PHONE: 248-569-6229 Fax/Email: 248-569-3675 DATE: November 10, 2021

PROJECT: Rochester Retail - 945 S. Rochester Rd. - Rochester Hills, MI

We are pleased to submit the following price for the demolition work you requested. We propose to furnish the necessary labor and equipment to accomplish the following:

SCOPE OF WORK:

1. BLUE STAR TO SUBMIT STATE REQUIRED 10 WORKING DAY NOTICE
2. BLUE STAR TO ACQUIRE NECESSARY DEMOLITION PERMIT
3. **RAZE EXISTING BUILDING (S) 1 Story slab on grade office building, 1 story slab on grade gas station and fuel island canopy**
4. BREAK AND REMOVE ALL BASEMENTS (IF APPLICABLE), FOOTINGS, FOUNDATIONS AND SLAB ON GRADE OF BUILDING (S) BEING DEMOLISHED
5. REMOVE AND DISPOSE OF ALL DEBRIS OFF SITE IN A LEGAL MANNER.
6. SCHEDULING TO BE COORDINATED WITH OWNER

QUALIFICATIONS

1. OWNER / GENERAL CONTRACTOR TO SUPPLY NECESSARY UTILITY AND PHONE DISCONNECTS INCLUDING EVACUATING ALL FLUIDS AND HAZMATS (IF APPLICABLE) PRIOR TO DEMOLITION
2. OWNER IS RESPONSIBLE FOR ABATEMENT SURVEY CONDUCTED BY A LICENSED ABATEMENT CONTRACTOR A COPY OF SURVEY MUST BE SUBMITTED TO BLUE STAR WITHIN 14 CALENDAR DAYS PRIOR TO DEMOLITION START DATE
3. OWNER TO REMOVE 90% OF UNATTACHED INTERIOR CONTENTS
4. **BOND BY OTHERS (IF REQUIRED)**
5. BLUE STAR TO CAP SEWER DURING DEMOLITION-IF IN COMPLIANCE WITH CITY CODE, IF REQUIRED TO BE CAPPED PRIOR BY CITY OR TOWNSHIP LOCATED IN, SEE ALTERNATES BELOW.
6. FOOTINGS ARE ASSUMED TO BE 16" X 42" DEEP. PIER FOOTINGS ARE ASSUMED TO BE 6' X 6' X 3'. ANY SUBSTANTIAL VARIATIONS WILL NEED TO BE ADDRESSED THROUGH A CHANGE ORDER (IF APPLICABLE)
7. IN THE EVENT THAT SUSPECT ASBESTOS IS ENCOUNTERED, BY STATE LAW, WE ARE REQUIRED TO STOP WORK IMMEDIATELY UNTIL TESTING IS DONE AND ASBESTOS IS REMOVED.
8. ALL DEMOLITION ACTIVITIES ARE RESTRICTED TO THE SUBJECT PROPERTY AND DO NOT INCLUDE: ALLEY WAYS, PUBLIC SIDEWALKS OR STREET R.O.W.'S
9. ALL ALTERNATES TO BE PERFORMED AT TIME OF BUILDING DEMOLITION.
10. FLOOR SLABS ASSUMED TO BE 6" OR LESS.
11. **PROPOSAL BASED ON CURRENT SCRAP MARKET VALUE, AND CONDITION OF BUILDING AS PER WALK THROUGH/SITE VISIT (SALVAGE / SCRAP RIGHTS TO BECOME PROPERTY OF BLUE STAR INC.)**
12. PROPOSAL VALID FOR 45 DAYS.
13. **COMPLETION OF BACKFILL/SEED/MULCH IS DELAYED DUE TO WINTER/WEATHER/OTHER, COMPLETED WORK WILL BE INVOICED AND SUBJECT TO ORIGINAL PAYMENT TERMS. BALANCE OF WORK WILL BE INVOICED AFTER COMPLETION.**
14. PAYMENT TERMS NET 30 DAYS

ITEMS EXCLUDED OR BY OTHERS

1. ASBESTOS, HAZARDOUS OR CONTAMINATED MATERIAL HANDLING/REMOVAL
2. ASBESTOS SURVEY (REQUIRED TO SUBMIT NOTIFICATION TO STATE)
3. DUST, WEATHER OR SECURITY PROTECTION
4. TREE, BRUSH OR SHRUB REMOVAL
5. UNIT EVACUATION - IF APPLICABLE (A/C FREON RECOVERY)
6. UNDERGROUND DEMOLITION, EXCEPT FOR REMOVAL OF BASEMENT (IF APPLICABLE) FOUNDATIONS AND FOOTINGS RELATED TO BUILDING STRUCTURES BEING DEMOLISHED
7. LAYOUT
8. TEMPORARY BARRICADES.
9. PHASING/SHORING/SALVAGE/PINNING
10. **GRADING, BACKFILLING OR IMPORTED MATERIAL**
11. LAWN COVER AND GREENBELT REMOVAL OR RESTORATION, TOPSOIL, SEED & MULCH
12. **RESPONSIBILITY FOR ANY DAMAGE TO EXISTING SIDEWALKS / DRIVEWAYS NEEDED FOR ACCESS, (IF BROKEN, MUST BE REPLACED BY OWNER WITHIN 45 DAYS OF DEMOLITION COMPLETION)**
13. WINTER CONDITIONS
14. BLUE STAR NOT RESPONSIBLE FOR ANY ITEMS IN OR BENEATH EXISTING CONCRETE
15. SOIL EROSION MEASURES

TOTAL BASE PRICE FOR THE ABOVE WORK: \$36,400.00 (Thirty Six Thousand Four Hundred and 00/100 Dollars) ✓

"Final Contract Price equals the Base Price plus the sum of all agreed upon Alternates and is payable 50% down upon execution of the Bid Proposal and the balance due "Net 30 days" upon receipt of Final Invoice. Interest at 1.5 % per month shall apply on all late or unpaid balances."

ALTERNATES BELOW NOT INCLUDED IN BASE BID PRICING ABOVE:

1. Backfill voids with engineered fill up to 410 ton ADD: \$9,600.00
2. Cap sewer prior to demo within property line (if applicable) ADD: \$2,200.00 Per Cap N/A

Thank you for the opportunity to quote this project. We hope to be of service to you in the near future.

Sincerely,
Scott Krall
President
skrall@bluestardemo.com
st

Total: \$46,000.00

*If accepted, please have an authorized agent / property owner sign this proposal indicating the acceptance of the work to be completed and the cost for said project. Please then return a copy to Blue Star, Inc. so that we may proceed with this project. Thank You.

ACCEPTED BY:

Signature & Title

Date

Printed Name & Title

Lawrence Jones

2-15-22

Lawrence Jones - Pres