

ELZINGA & VOLKERS, INC.  
SHORT FORM SUBCONTRACT AGREEMENT

***Subcontract No. SF-***

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

Between the Contractor:  
ELZINGA & VOLKERS, INC.  
86 East Sixth Street  
Holland, MI 49423

and the Subcontractor:

CC #

The Project:

ELZINGA & VOLKERS, INC. Project No. \_\_\_\_\_

The Architect:

The Contractor and Subcontractor agree as follows:

ARTICLE 1  
THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents for this Contract consist of this Agreement and any Exhibits attached hereto, the Drawings and Specifications for the Project, the General and Special Conditions, and all documents constituting the Agreement between the Contractor and the Owner (the "General Contract"), all of which have been furnished, or will be furnished, to the Subcontractor at Subcontractor's request.
- 1.2 Subcontractor shall be bound to the Contractor by the terms of the General Contract, and shall conform to and comply with the provisions of the General Contract, furnish such shop drawings, submittals or samples as may be required, and assume toward the Contractor all the obligations and responsibilities that the Contractor assumes in and by the General Contract toward the Owner, insofar as they are applicable to this Subcontract. Where any provision of the General Contract Documents between the

Owner and the Contractor is inconsistent with any provision of this Agreement, this Subcontract shall govern.

## ARTICLE 2

### THE WORK

- 2.1 The Subcontractor shall perform all the work required by the Contract Documents as follows:

ARTICLE 3  
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The work to be performed under this Contract shall commence immediately, or as may be otherwise directed by Elzinga & Volkers, Inc. Tentative date of commencement of work is to be \_\_\_\_\_ and shall proceed and be completed in accordance with the Elzinga & Volkers, Inc. schedule and revisions thereto as made by Elzinga & Volkers, Inc.
- 3.2 The Subcontractor understands that time is of the essence for this Contract.
- 3.3 The Subcontractor shall not be entitled to any extension of time for performance of this Subcontract without the express written consent of the Contractor. If, however, Subcontractor is delayed in the performance or completion of the Subcontract work for reasons beyond his control, then the time of the performance or completion of said work shall be extended accordingly, provided the cause of the delay is of a type set forth in the Contract Documents which justifies an extension of time for completion of the General Contract and the Owner shall have granted an extension of time for the completion of the General Contract.

ARTICLE 4  
THE CONTRACT SUM

- 4.1 The Contractor shall pay the Subcontractor in current funds for the performance of the work, subject to such additions and deductions provided for under the Contract Documents and agreed to in writing by the Contractor, the sum of:

Total Contract \$

## ARTICLE 5

### PROGRESS AND FINAL PAYMENTS

- 5.1 The Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below.
- 5.2 The Subcontractor shall bill the Contractor upon completion of the work of this Agreement. Applications for payment shall be submitted by the Subcontractor to the Contractor on AIA documents G702 and G703, or a reasonably comparable form.

- 5.3 Providing that the Owner pays the Contractor as scheduled, the Contractor shall pay the Subcontractor 90% of the approved amount of the progress payment 45 days from the Contractor's receipt of the Subcontractor's invoice (10% retainage).
- 5.4 Payment by the Owner to the Contractor for work performed by the Subcontractor shall be a condition precedent to the Contractor's obligation to pay the Subcontractor any progress payment or final payment.
- 5.5 Upon request, Subcontractor will provide a PLM bond for work to be performed, and shall be reimbursed for the cost. In addition, upon request Subcontractor shall provide such financial information as is reasonable to establish that subcontractor has sufficient funding to complete the work.

ARTICLE 6  
CHANGES IN THE WORK AND CLAIMS  
FOR ADDITIONAL COMPENSATION OR DAMAGES

- 6.1 The Contractor or his authorized representative shall have the right to order in writing the omission or addition of any parts of the work or materials including work or materials omitted from or added to the General Contract by the Architect and/or Owner. Adjustments shall be made in the Contract price for such omitted or added work or materials, if and to the extent adjustments are made by the Owner in the General Contract or specifically agreed to in writing by Contractor, and no extra work shall be allowed or changes made by the Subcontractor and no payment shall be due from the Contractor for any extra work or changes UNLESS AND UNTIL AUTHORIZED BY THE CONTRACTOR OR HIS AUTHORIZED REPRESENTATIVE IN WRITING BEFORE THE WORK AND/OR CHANGES ARE BEGUN.
- 6.2 Subcontractor shall give notice to the Contractor of all claims for extras, for extensions of time and for damage for delays or otherwise, promptly and in accordance with the Contract Documents, and Subcontractor shall only be entitled to such additional compensation or damages as shall be paid by Owner to Contractor on Subcontractor's behalf, and all other claims and damages are hereby expressly waived. Subcontractor shall pay all expenses, including attorneys' fees incurred by Contractor, in processing any claim for additional compensation or damages or time extensions on behalf of Subcontractor. Upon request, Subcontractor shall advance payment or provide security for such expenses, and the payment or security, as requested by Contractor, shall be a condition precedent to any obligation to process any claim on behalf of or for the benefit of Subcontractor.
- 6.3 If scope of work changes are authorized in writing and are to proceed on a time and material basis with a "not to exceed" condition, and no predetermined labor rates have been agreed upon or shown herein, the Subcontractor will be allowed to charge at labor and equipment rates no higher than those typically charged by local subcontractors engaged in the same trade work. Material mark-up shall not exceed 10% of the cost, and Subcontractor and rented equipment mark-up shall not exceed 5% of the cost, unless an agreement has been made and shown herein.

## ARTICLE 7 SAFETY

- 7.1 The Subcontractor shall comply with and abide by all facility-specific applicable laws, ordinances, rules, regulations and lawful orders of public authorities, governing bodies (MIOSHA, Department of Labor, etc.), the Owner's and the Contractor's Safety Programs (whichever promotes higher personal safety) bearing on the safety of persons or property or their protection from damage, injury or loss and maintain safety programs and procedures and take all reasonable precautions to prevent injury to person or property.
- 7.2 Subcontractor hereby acknowledges that he is solely responsible for the safety of his own employees. The Contractor makes no representation as to the safety of the site, which remains the responsibility of the Subcontractor to adequately inspect and supervise employees and maintain their safety and compliance with all applicable safety rules and policies, at all times.
- 7.3 The Subcontractor shall report to the Contractor immediately, within one (1) hour, and shall provide a written report of same within 24 hours, of any injury to an employee or agent of the Subcontractor which occurred at the site.

## ARTICLE 8 TEMPORARY FACILITIES AND SERVICES

- 8.1 Unless otherwise stipulated in this Contract, the Contractor shall furnish and make available at no cost to the Subcontractor the following temporary facilities and services:

## ARTICLE 9 INSURANCE AND INDEMNITY

- 9.1 The Subcontractor shall secure and maintain throughout the duration of, and throughout the warranty period of the said Work described herein, insurance of such types and in such amounts as may be necessary to protect himself, the Contractor and Owner against all hazards or risks of loss as specified in the attached sample certificate of insurance (Attachment A).
- 9.2 The Contractor and Subcontractor waive all rights against each other and against the Owner, the Architect, separate Contractors and all other Subcontractors for damages caused by fire or other perils to the extent covered by Property Insurance provided under the General Conditions, except such rights as they may have to the proceeds of such insurance.
- 9.3 The Subcontractor agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property arising out of it, resulting from or in any manner connected with, the execution of the work provided for in this Subcontract or occurring or resulting from the use by the Subcontractor, his agents or employees, of materials, equipment,

instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, and the Subcontractor, to the fullest extent permitted by law, agrees to indemnify and save harmless the Contractor, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Contractor may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph, and the Subcontractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provisions of this paragraph.

#### ARTICLE 10 TERMINATION

- 10.1 Should the Subcontractor, at any time during the progress of the work, neglect or refuse to supply a sufficiency of tools, machinery, workmen or materials to perform the said work of this Subcontract, the Contractor may, at his election, provide the same after twenty-four (24) hours' notice previously given in writing. If such neglect or refusal shall continue, the General Contractor reserves the right to complete the said work of the Subcontractor in accordance with the Principal Contract. All costs of said work shall remain the obligation of the Subcontractor, and all expense incurred in completing the said work shall be for the Subcontractor's account.

#### ARTICLE 11 NON-ASSIGNMENT

- 11.1 Subcontractor shall not assign or sublet this Subcontract or any part thereof nor assign any money due or to become due hereunder without first obtaining the written consent of the Contractor hereto.

This Agreement is entered into as of the day and year first written above.

**CONTRACTOR:**

**SUBCONTRACTOR:**

ELZINGA & VOLKERS, INC

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_