

WE BUILD.

PEARSON
www.pearsonconstruction.com

240 West Britain Avenue
Benton Harbor, Michigan 49022
t (269) 926-7281
f (269) 926-2657
info@pearsonconstruction.com

January 22, 2013

«FirmName»
«FirmAddress»
«FirmCity», «FirmState» «FirmZip»

Re: «ProjectDescription»
«Owner»

Gentlemen:

We transmit herewith our Subcontract Agreement No. «SL».

Please submit immediately to Pearson Construction Company the following:

- Both copies of signed Subcontract Agreement including identification of Competent Person and Safety Officer. One fully executed copy will be returned to you upon receipt of all required documents.
- Certificate of insurance as outlined in exhibit E (via email is acceptable).
- A copy of your company Safety Program as outlined in section 6.1 (via email is preferred).
- Your proposed schedule of values (via email is preferred).
- One (1) electronic copy of shop drawings, details, and product data unless noted otherwise in the project specifications (via email is required). Samples as required by the specifications related to your scope of work.

No payments can ever take place without the following conditions:

- Your signed subcontract agreement returned to Pearson Construction.
- Your insurance certificate on file at Pearson Construction.
- Current copy of your Safety Program on file at Pearson Construction.
- Your invoice submitted to Pearson Construction before the «BillDay» day of each month.
- Subcontractor Affidavit and Conditional Waiver of Lien for the current invoice.
- Certified payrolls for the current invoice (if applicable).

Very truly yours,

PEARSON CONSTRUCTION COMPANY, INC.

«ProjectManager»
Project Manager

c/File

Enclosures: Two (2) duplicate Subcontract Agreements
(Please sign and return both Subcontract Agreements. A fully executed contract will be returned to you.)
One (1) Subcontractor Affidavit and Conditional Waiver of Lien (to be submitted with each invoice).

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**THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA
AGC DOCUMENT NO. 604
STANDARD SHORT FORM AGREEMENT
BETWEEN CONTRACTOR AND SUBCONTRACTOR
(Where Contractor and Subcontractor
Share Risk of Owner Payment)**



This Agreement is made January 22, 2013, by and between

CONTRACTOR, Pearson Construction Company, Inc., 240 West Britain Avenue, P.O. Box 128, Benton Harbor, Michigan and

SUBCONTRACTOR, «FirmName», «FirmAddress», «FirmCity», «FirmState» «FirmZip»

PROJECT: «ProjectDescription», «JobAddress», «JobCity», «JobState» «JobZip»

OWNER: «Owner»

ARCHITECT/ENGINEER: «ArchEngName», «ArchEngShipAddress1», «ArchEngShipCity», «ArchEngShipState»
«ArchEngShipZip»

1 SUBCONTRACT WORK To the extent terms of the agreement between Owner and Contractor (prime agreement) apply to the work of Subcontractor, Contractor assumes toward Subcontractor all obligations, rights, duties, and redress that Owner assumes toward Contractor. In an identical way, Subcontractor assumes toward Contractor all obligations, rights, duties, and redress that Contractor assumes toward Owner and others under the prime agreement. In the event of conflicts or inconsistencies between provisions of this Agreement and the prime agreement, this Agreement shall govern. Subcontractor shall perform Subcontract Work under the general direction of Contractor and shall cooperate with Contractor so Contractor may fulfill obligations to Owner. Subcontractor shall provide Subcontract Work for the Project in accordance with the Progress Schedule to be prepared by Contractor after consultation with Subcontractor, and as it may change from time to time. Subcontractor shall give timely notices to authorities pertaining to Subcontract Work and shall be responsible for all permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete Subcontract Work. The Subcontractor shall offer Equal Employment Opportunities as required by government and other authorities having jurisdiction. The Pearson Construction Subcontractor Safety Handbook is adopted in this document by reference. Subcontractor to provide «SLDescription», as more fully described in Exhibit A.

2 SUBCONTRACT AMOUNT Contractor agrees to pay Subcontractor for satisfactory and timely performance and completion of Subcontract Work: (\$«TotalOrigSL»)

Retainage shall be «RetainagePCT»% for Subcontract Work.

3 INSURANCE Subcontractor shall purchase and maintain insurance that will protect Subcontractor from claims arising out of Subcontractor operations under this Agreement, whether the operations are by Subcontractor, or any of Subcontractor's consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor shall maintain coverage and limits of liability as set forth in Exhibit E.

4 BONDS Subcontractor shall shall not furnish to Contractor, as Obligee, surety bonds through a surety mutually agreeable to Contractor and Subcontractor, to secure faithful performance of Sub-contract Work and to satisfy Subcontractor payment obligations related to Subcontract Work.

5 EXHIBITS The following Exhibits are incorporated and made part of this Agreement:

EXHIBIT A: Subcontract Work description

EXHIBIT B: Subcontract Documents, Including the prime agreement, drawings, specifications, general, special, supplementary, and other conditions, and addenda issued prior to the date of this Agreement.

EXHIBIT C: Initial Progress Schedule.

EXHIBIT D: Alternates and Unit Prices.

EXHIBIT E: Insurance Provisions.

6 SAFETY

6.1 TO PROTECT PERSONS AND PROPERTY Subcontractor shall establish a safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and the requirements of this Agreement. A copy of the Subcontractor safety program must be submitted and remain on file with Pearson Construction Company, Inc. The Pearson Construction Subcontractor Safety Handbook for this project is to be implemented on this project in conjunction with all governmental and quasi-governmental standards.

6.2 DECLARATION The Subcontractor, in signing this Agreement, represents that he has read and is familiar with all of the MIOSHA Safety and Health Regulations for Construction, State and Local Safety Regulations, Pearson Construction Subcontractor Safety Handbook and further the Subcontractor agrees that he will observe such Regulations and be liable for any violation thereof by Subcontractor and/or its agents or employees. The Subcontractor is, therefore, responsible for any costs, damages, or penalties that the Contractor may suffer or incur as a result of a violation of such Regulations by the Subcontractor, its agents, or employees.

6.3 COMPETENT PERSON The subcontractor is responsible to identify a competent person and/or "safety officer" who shall be directly responsible for administering the subcontractors and/or affiliated by contract, lower tier subcontractor's comprehensive safety program for the project. OSHA requires a competent person to be designated for particular construction activities who can recognize hazards or potential hazards and "*... who is capable of identifying existing hazards in surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.*" Pearson Construction Company, Inc. requires a Competent Person and "safety officer" be identified by the subcontractor. These persons shall not be changed without notification of the Contractor.

6.4 HOUSEKEEPING Subcontractor shall keep project site clean and free from debris resulting from Subcontract Work.

7 ASSIGNMENT Subcontractor shall not assign the whole or any part of Subcontract Work or this Agreement without prior written approval of Contractor.

8 TIME

8.1 TIME IS OF THE ESSENCE Time is of the essence for both parties. The parties agree to perform their respective obligations so that the Project may be completed in accordance with this Agreement.

8.2 SCHEDULE In consultation with Subcontractor, the Contractor shall prepare the schedule for performance of Contractor's work (Progress Schedule) and shall revise and update such schedule, as necessary, as Contractor's work progresses. Subcontractor shall provide Contractor with any scheduling information proposed by Subcontractor for Subcontract Work and shall revise and update as Project progresses. Contractor and Subcontractor shall be bound by the Progress Schedule.

The Progress Schedule and all subsequent changes and additional details shall be submitted to Subcontractor reasonably in advance of required performance. Contractor shall have the right to determine and, if necessary, change the time, order and priority in which various portions of Subcontract Work shall be performed and all other matters relative to Subcontract Work.

9 CHANGE ORDERS When Contractor orders in writing Subcontractor, without nullifying this Agreement, shall make any and all changes in Subcontract Work, which are within the general scope of this Agreement. Any adjustment in the Subcontract Amount or time of performance shall be authorized by a Change Order. No adjustments shall be made for any changes performed by Subcontractor that have not been ordered by Contractor. A Change Order is a written instrument prepared by Contractor and signed by Subcontractor stating their agreement upon the change in Subcontract Work. If commencement and/or progress of Subcontract Work is delayed without the fault or responsibility of Subcontractor, the time for Subcontract Work shall be extended by Change Order to the extent obtained by Contractor, and the Progress Schedule shall be revised accordingly. Subcontractor is bound to the mark-up provisions outlined in the Prime Agreement. In the absence of such provisions, the Subcontractor shall be entitled to a mark-up of ten percent (10%) for overhead and profit for self-performed changes and a mark-up of five percent (5%) for overhead and profit for changes performed by sub-subcontractors. All lower tier subcontractors shall be bound to these same provisions.

10 PAYMENT

10.1 SCHEDULE OF VALUES As a condition of payment, Subcontractor shall provide a schedule of values satisfactory to Contractor in a form similar to AIA G703, not more than fifteen (5) days from the date of this Agreement.

10.2 OPEN-BOOK ACCOUNTING Subcontractor acknowledges that this agreement is to be administered on an "open-book" arrangement relative to the costs of the work. Subcontractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management. Subcontractor shall provide Contractor access to all financial records and costs associated with this Agreement upon request.

10.3 PROGRESS AND FINAL PAYMENTS Receipt of payment by Contractor from Owner for Subcontract Work is a condition precedent to payment by Contractor to Subcontractor. Subcontractor acknowledges that it relies on credit of Owner, not Contractor, for payment of Subcontract Work. Progress payments, less retainage, shall be made to Subcontractor, for Subcontract Work satisfactorily performed, no later than fourteen (14) days after receipt by Contractor of payment from Owner for Subcontract Work. These payments are subject to receipt of Subcontractor application for payment in a form similar to AIA G702, Subcontractor Affidavit and Conditional Waiver of Lien for current application, and Certified Payroll documents (if required) received by the Contractor prior to the «BillDay» of each month. Final payment of the balance due shall be made

to Subcontractor no later than fourteen (14) days after receipt by Contractor of final payment from Owner for Subcontract Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, guarantees, as-built drawings, operation and maintenance information, spare parts, attic stock, or other documentation required by this Agreement or Contractor. A separate application for payment is required for retention. Retention will not be released without this application for payment.

10.4 JOINT CHECK PAYMENT In the event that a subcontractor, sub-subcontractor, or supplier of a subcontractor requests that Pearson Construction Company, Inc. as an accommodation to the party making the request, issue payments in the form of joint checks, then Pearson Construction Company, Inc. shall deduct two percent (2%) of the amount of any such joint check from the subcontract for administrative costs.

10.5 PAYMENTS WITHHELD Contractor may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect Contractor from loss or damage caused by Subcontractor's failure to (1) timely perform Subcontract Work, (2) properly pay subcontractors and/or suppliers, or (3) promptly correct rejected, defective or nonconforming Subcontract Work.

10.6 PAYMENT DELAY If Contractor has received payment from Owner and, if for any reason not the fault of Subcontractor, Subcontractor does not receive a progress payment from Contractor within fourteen (14) days after the date such payment is due, Subcontractor, upon giving seven (7) days' written notice to Contractor, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to Subcontractor has been received. Subcontract Amount and time of performance shall be adjusted by the amount of Subcontractor's reasonable and verified cost of shutdown, delay and startup, and shall be affected by an appropriate Change Order.

10.7 WAIVER OF CLAIMS Final payment shall constitute a waiver of all claims by Subcontractor relating to Subcontract Work, but shall in no way relieve Subcontractor of liability for warranties, or for nonconforming or defective work discovered after final payment.

10.8 OWNER'S ABILITY TO PAY

10.8.1 Subcontractor shall have the right upon request to receive from Contractor such information as Contractor has obtained relative to Owner's financial ability to pay for Contractor's work, including any subsequent material variation in such information. Contractor, however, does not warrant the accuracy or completeness of information provided by Owner.

10.8.2 If Subcontractor does not receive the information referenced in Subparagraph 10.6.1, Subcontractor may request the information from Owner and/or Owner's lender.

11 INDEMNITY To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Pearson Construction Company, Inc., its agents and employees, other subcontractors, Architect/Engineer, Owner and their agents, consultants, employees and others as required by this Agreement from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, for bodily injury and property damage that may arise from performance of Subcontract Work to the extent of the negligence attributed to such acts or omissions by Subcontractor, Subcontractor's subcontractors or anyone employed directly or indirectly by any of them for whose acts any of them may be liable.

**12 CONTRACTOR'S RIGHT TO PERFORM
SUBCONTRACTOR'S RESPONSIBILITIES AND
TERMINATION OF AGREEMENT**

12.1 FAILURE OF PERFORMANCE Should Subcontractor fail to satisfy contractual deficiencies or to commence and continue satisfactory correction of the default with diligence or promptness within three (3) working days from receipt of Contractor's written notice, then Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct deficiencies and charge the cost thereof to Subcontractor, who shall be liable for such payment. The cost of any work performed by Pearson Construction Company, Inc., or its agents, to complete the work of the subcontractor, or to make good any deficiencies, is subject to a back-charge of cost plus fifteen percent (15%) representing Pearson Construction's overhead on such work. In the event of an emergency affecting safety of persons or property, Contractor may proceed as above without notice, but Contractor shall give Subcontractor notice promptly after the fact as a precondition of cost recovery.

12.2 TERMINATION BY OWNER Should Owner terminate the prime agreement or any part which includes Subcontract Work, Contractor shall notify Subcontractor in writing within three (3) days of termination and, upon written notification, this Agreement shall be terminated and Subcontractor shall immediately stop Subcontract Work, follow all of Contractor's instructions, and mitigate all costs. In the event of Owner termination, Contractor liability to Subcontractor shall be limited to the extent of Contractor recovery on Subcontractor's behalf under the prime agreement. Contractor agrees to cooperate with Subcontractor, at Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of Owner termination and to permit Subcontractor to prosecute the claim, in the name of Contractor, for the use and benefit of Subcontractor, or assign the claim to Subcontractor.

12.3 TERMINATION BY CONTRACTOR If Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) days after written notification issued under Paragraph 12.1, then Contractor may, in lieu of or in addition to Paragraph 12.1, issue a second written notification, to Subcontractor and its surety, if any. Such notice shall state that if Subcontractor fails to commence and continue correction of a default within seven (7) days of the written notification, the Agreement will be deemed terminated. A written notice of termination shall be issued by Contractor to Subcontractor at the time Subcontractor is terminated. Contractor may furnish those materials, equipment and/or employ such workers or subcontractors, as

Contractor deems necessary to maintain the orderly progress of Contractor's work. All costs incurred by Contractor in performing Subcontract Work, including reasonable overhead, profit and attorneys' fees, costs and expenses, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount. At Subcontractor's request, Contractor shall provide a detailed accounting of the costs to finish Subcontract Work.

12.4 TERMINATION BY SUBCONTRACTOR If Subcontract Work has been stopped for thirty (30) days because Subcontractor has not received progress payments or has been abandoned or suspended for an unreasonable period of time not due to the fault or neglect of Subcontractor, then Subcontractor may terminate this Agreement upon giving Contractor seven (7) days' written notice. Upon such termination, Subcontractor shall be entitled to recover from Contractor payment for all Subcontract Work satisfactorily performed but not yet paid for, including reasonable overhead, profit and attorneys' fees, costs and expenses, subject to the terms of Paragraph 10.2. Contractor's liability for any other damages claimed by Subcontractor under such circumstances shall be extinguished by Contractor pursuing said damages and claims against Owner, on Subcontractor's behalf, in the manner provided for in Paragraph 12.2 of this Agreement.

13 CLAIMS AND DISPUTES

13.1 CLAIMS RELATING TO CONTRACTOR Subcontractor shall give Contractor written notice of all claims within seven (7) days of Subcontractor's knowledge of facts giving rise to the event for which claim is made; otherwise, such claims shall be deemed waived. All unresolved claims, disputes and other matters in question between Contractor and Subcontractor shall be resolved in the manner provided in this Agreement.

13.2 DAMAGES If the prime agreement provides for liquidated or other damages for delay beyond the completion date set forth in this Agreement, and such damages are assessed, Contractor may assess a share of the damages against Subcontractor in proportion to Subcontractor's share of responsibility for the delay. However, the amount of such assessment shall not exceed the amount assessed against Contractor. Nothing in this Agreement shall be construed to limit Subcontractor's liability to Contractor for Contractor's actual delay damages caused by Subcontractor's delay.

13.2.1 CONTRACTOR CAUSED DELAY Nothing in this Agreement shall preclude Subcontractor's recovery of delay damages caused by Contractor.

13.3 WORK CONTINUATION AND PAYMENT Unless otherwise agreed in writing, Subcontractor shall continue Subcontract Work and maintain the Progress Schedule during any dispute resolution proceedings. If Subcontractor continues to perform, Contractor shall continue to make payments in accordance with this Agreement.

13.4 MULTIPARTY PROCEEDING The parties agree, to the extent permitted by the prime agreement, that all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent disputes between Contractor and Subcontractor involve in whole or in part disputes between Contractor and Owner, disputes between Subcontractor and Contractor shall be decided by the same tribunal and in the same forum as disputes between Contractor and Owner.

13.5 NO LIMITATION OF RIGHTS OR REMEDIES Nothing in Article 13 shall limit any rights or remedies not expressly waived by Subcontractor, which Subcontractor may have under lien laws or payment bonds.

13.6 STAY OF PROCEEDINGS In the event that provisions for resolution of disputes between Contractor and Owner contained in the prime agreement do not permit consolidation or joinder with disputes of third parties, such as Subcontractor, resolution of disputes between Subcontractor and Contractor involving in whole or in part disputes between Contractor and Owner shall be stayed pending conclusion of any dispute resolution proceeding between Contractor and Owner.

13.7 DIRECT DISCUSSION If a dispute arises out of or relates to this Agreement, the parties shall endeavor to settle the dispute through direct discussion.

13.8 MEDIATION Disputes between Subcontractor and Contractor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

13.9 OTHER DISPUTE PROCESSES If neither direct discussions nor mediation successfully resolve the dispute, the parties agree that the following shall be used to resolve the dispute.

Arbitration Arbitration shall be pursuant to the Construction Industry Rules of the American Arbitration Association, unless the parties mutually agree otherwise. A written demand for arbitration shall be filed with the American Arbitration Association and the other party to the Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding has run. The arbitration award shall be final. This agreement to arbitrate shall be governed by the Federal Arbitration Act, and judgment upon the award may be confirmed in any court having jurisdiction.

13.10 COST OF DISPUTE RESOLUTION The cost of any mediation proceeding shall be shared equally by the parties participating. The prevailing party in any dispute that goes beyond mediation arising out of or relating to this Agreement or its breach shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred by the prevailing party in connection with such dispute.

14 JOINT DRAFTING The parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

15 AUTHORITY TO SIGN An owner, officer, partner, or LLC Member must sign this agreement. All others must attach to this agreement a resolution from the entity that authorizes the signature.

I certify that (1) I have the authority to execute this Agreement on behalf of the Subcontractor; (2) I have read and understand this Agreement; (3) I acknowledge that the exhibits of section 5 including the insurance coverage outlined in Exhibit E are a material term of this Agreement; (4) the Competent Person listed below meets the requirements of a Competent Person and has reviewed the Pearson Construction Subcontractor Safety Handbook.

CONTRACTOR: «OurCompany»

SUBCONTRACTOR: «FirmName»

BY: _____

BY: _____

Burton H. Pearson II

PRINT NAME: _____

President

PRINT TITLE: _____

**DESIGNATED ON-SITE COMPETENT PERSON
PER SECTION 6.3**

PRINT NAME: _____

CELL PHONE: _____

SAFETY OFFICER

PRINT NAME: _____

OFFICE PHONE: _____

CELL PHONE: _____

«FirmName»
«FirmAddress»
«FirmCity», «FirmState» «FirmZip»

«ProjectDescription»

Telephone # «FirmPhone»

«Owner»
«JobAddress»
«JobCity», «JobState» «JobZip»

Subcontract No. «SL»

EXHIBIT A

The following is intended as a brief description of the work to be completed as part of this Agreement. The Subcontractor shall provide all materials, equipment, labor, general conditions, and support as necessary to successfully complete the work defined and reasonably implied by the contract documents and as required by the progress schedule.

«SLNotes»

Work must be completed per plans and specifications.

EXHIBIT B

The following documents are incorporated as material terms of this Agreement.

- The agreement between «Owner» and «OurCompany» including the associated general and supplementary conditions.
 - All drawings and specifications issued prior to the bid date for the above referenced project.
 - All addenda and architect issued clarifications issued prior to the bid date for the above referenced project.
 - Pearson Construction Subcontractor Safety Handbook.
-

EXHIBIT C

The Contractor, in consultation with the Subcontractor, will determine the schedule for performance of the work as outlined in the attached progress schedule as outlined in section 8. In the absence of a progress schedule, the Contractor will coordinate and schedule the subcontractor as required, understanding that time is the essence for both parties. The subcontractor shall submit all shop drawings, product data, details, and samples as required to ensure that all materials are available at the earliest time possible and will not impact the performance of the work. The subcontract shall complete work as scheduled by the Contractor without delay.

EXHIBIT D

The following, if any, alternates and unit costs have been accepted and are to be included as the basis for this Agreement.

EXHIBIT E

SUBCONTRACTOR'S INSURANCE

Before commencing the Subcontract work, and as a condition precedent to any payment, the Subcontractor shall purchase and maintain insurance in conformance with the provisions contained in this Exhibit. This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Subcontractor's acts or omissions or the acts or omissions of those acting on the Subcontractor's behalf.

Proof of this insurance shall be provided to the Contractor before the work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's work, the Subcontractor shall require the other Sub-Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.

In the event that the insurance companies issuing the policies required by this exhibit deny coverage to the Contractor, the Subcontractor or the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Contractor at the Subcontractor's or Sub-Subcontractor's expense.

If your scope of work includes Exterior Insulation and Finish Systems (EIFS) or Synthetic Stucco Work, the General Liability insurance must provide primary coverage under both the General Liability and Umbrella Policies. You must provide to Pearson Construction, a certificate of insurance to the effect that no exclusion CG2134 or equivalent form is present on either policy.

MINIMUM LIMITS OF LIABILITY

The Subcontractor must maintain the required insurance with a carrier rated A- or better by A. M Best. The Subcontractor shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000 General Aggregate
\$2,000,000 Ongoing & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 Combined Single Limit per Accident

Workers Compensation and Employer's Liability Insurance

\$100,000 Each Accident
\$100,000 Each Employee for Injury by Disease
\$500,000 Aggregate for Injury by Disease

Excess or Umbrella Liability (to overlay Employer's Liability, Automobile Liability and General Liability coverages)

\$1,000,000 per occurrence/aggregate

Additional Insured Status and Certificate of Insurance

The Contractor and Owner, along with their respective officers, agents, and employees shall be named as additional insureds for Ongoing and Completed Operations on the Subcontractor's and any Sub-Contractor's Commercial General Liability policy, which must be primary and non-contributory with respect to the additional insureds. This insurance shall remain in effect as set forth below in the "Continuation of Coverage" provision.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverages procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation or statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officer, agents and employees, with respect to this project during the policy term.

Below is a sample certificate of insurance for your use and to clarify these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENCY NAME & ADDRESS HERE SAMPLE CERTIFICATE	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED VENDOR NAME AND ADDRESS HERE	INSURER A : INSURANCE CARRIER NAME HERE	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			POLICY NUMBER			EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
A	AUTOMOBILE LIABILITY		<input checked="" type="checkbox"/>	POLICY NUMBER			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			POLICY NUMBER			EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$	
	RETENTION \$						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			POLICY NUMBER			WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				<input checked="" type="checkbox"/>	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$ 100,000
								E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Pearson Construction Company et al and Owner, along with their respective officers, agents & employees are named as additional insureds for ongoing and completed operations on a primary & non-contributory basis. To the fullest extent permitted by applicable law, a Waiver of Subrogation in favor of the additional insureds applies to the General Liability, Auto Liability & Workers Compensation policies. Additional Insured Endorsement Attached.

CERTIFICATE HOLDER

CANCELLATION

Pearson Construction Company et al 240 W. Britain Ave. Benton Harbor, MI 49022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	AGENT SIGNATURE HERE

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ACORD 25 (2010/05)

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