

EXHIBIT C – Non-CCIP

Pepper Construction Company
Subcontractor Insurance Requirements

Subcontractor:
Vendor #:

PLEASE ISSUE A CERTIFICATE OF INSURANCE FOR THE PROJECT REFERENCED BELOW IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS. SUBMIT TO THE SAME ADDRESS AS SHOWN AS CERTIFICATE HOLDER. THANK YOU.

JOB DESCRIPTION:

Job Number:
Job Name:
Job Address:

ADDITIONAL INSURED TO BE LISTED: (Must be listed exactly as shown)

Pepper Construction Company

Owner
Architect

CERTIFICATE HOLDER:

PEPPER CONSTRUCTION COMPANY
Attention:

EXPERIENCE MODIFICATION RATING (EMR):

PEPPER CONSTRUCTION COMPANY ("PEPPER") has a strong commitment to safety on our construction projects and it is important that our subcontractors display that same commitment. Therefore, PEPPER requests that each Subcontractor instruct its insurance company to send PEPPER a letter indicating its Experience Modification Rating (EMR) for the last three (3) years.

Contractually, the Subcontractor is required to keep a valid Certificate of Insurance on file for a period of three (3) years from the date of Substantial Completion.

Any questions, please call

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Subcontractor shall maintain, at its own expense, during the progress of the Work and throughout the warranty period, insurance written by insurance companies acceptable to PEPPER (as further described below) with the minimum limits and coverage as shown below or, if higher, the requirements set forth in the Contract Documents. For purposes of this **Exhibit C – Non-CCIP**, subcontractors performing, in whole or in part, the following major trade classifications shall be referred to as "Major Trade Subcontractors": Concrete/Pre-cast Concrete; Curtainwall; Electrical; Elevator; Excavation/Earthwork; Fire Protection; Hoisting/Tower Crane; HVAC; Plumbing/Piping; Roofing; Shoring/Underpinning; Soil Stabilization; Special Foundations/Caissons; and Steel Erection. To the fullest extent allowed under applicable law, Subcontractor shall comply with the following insurance requirements:

- A. Unless otherwise required by the Contract Documents, at a minimum, Subcontractor's insurance shall be provided by:
- 1) Insurer(s) authorized to transact business in the state where the Work or operations will be performed by Subcontractor; and
 - 2) Insurers that maintain an A.M. Best's rating of not less than A-/VIII.
- B. WORKERS' COMPENSATION based on Statutory Requirements and EMPLOYER LIABILITY insurance in an amount of at least:
- 1) **\$1,000,000**, bodily injury by accident – each accident;
 - 2) **\$1,000,000**, bodily injury by disease – policy limit; and
 - 3) **\$1,000,000**, bodily injury by disease each employee.

Where applicable, evidence of coverage shall be required for Longshore and Harbor Workers' Compensation, Maritime coverage, and Federal Employers' Liability Act; additionally, Subcontractor's coverage shall include all Other States coverage and other unique exposures requiring endorsement of coverage.

Workers' Compensation coverage must extend to every employee, including owners/officers of a closely held corporation and/or individuals operating as a sole proprietorship or partnership. Workers' Compensation coverage exemptions for sole proprietors or partnerships will not be accepted.

- C. COMMERCIAL GENERAL LIABILITY ("CGL"). Major Trade Subcontractors shall provide and maintain a **minimum CGL primary insurance limit** of not less than **\$2,000,000** per occurrence for both Premises/Ongoing Operations, **\$2,000,000** Products-Completed Operations aggregate; and **\$2,000,000** general aggregate applicable to claims other than Products-Completed Operations. All other subcontractors shall provide and maintain CGL insurance with a limit of not less than **\$1,000,000** per occurrence for both Premises/Ongoing Operations, **\$1,000,000** Products-Completed Operations aggregate; and **\$1,000,000** general aggregate applicable to claims other than Products-Completed Operations. To the extent that Subcontractor's CGL insurance is subject to aggregate limits, the policy shall be endorsed so as to apply such aggregate limits separately to each Project with an **ISO Endorsement CG 25 03** or equivalent.

Coverage afforded under Subcontractor's CGL and any Commercial Umbrella insurance shall be provided on an occurrence basis and shall be subject to the terms of the Insurance Services Office ("ISO") Commercial General Liability Coverage Form **CG 0001**, or an equivalent form providing coverage at least as broad as the ISO form specified. There shall be no limitations or exclusions of coverage beyond those contained in the standard ISO coverage form and coverage shall include liability arising from Premises/Operations, Elevators, Broad Form Property Damage, Independent Contractors, Contractual Liability, Products-Completed Operations including Construction Defect, Contractual Liability or Personal Injury and Advertising Injury.

Subcontractor's CGL coverage shall include coverage for bodily injury and property damage as the ensuing result of faulty workmanship or defective product in State jurisdictions as permitted by law.

If Subcontractor's Scope of Work requires the use of a crane, rigging operations, hoisting, or coverage related to the movement of others' property in connection with this Subcontract, Subcontractor shall have the "care, custody, and control" exclusion deleted from its General Liability policy. In the event such exclusion is not deleted, Subcontractor shall purchase and maintain in effect Rigger's Liability coverage at least equal to the highest value of property to be hoisted or moved. Finally, Rigger's Liability coverage can also be obtained with a coverage extension from a Contractor's Installation Floater policy.

All coverages shall be maintained in force for a period of three (3) years after Substantial Completion of the Project or for such period of time as is described in the Contract Documents ("Products-Completed Operations Period"). All terms and conditions of such coverage shall be maintained during this Products-Completed Operations Period, including the required coverage limits and the requirement to provide PEPPER and Owner with coverage as an **Additional Insured** for Products-Completed Operations. XCU and Work From Height Exclusions must be deleted when applicable to operations performed by the Subcontractor. XCU coverage must be identified as being included on the Certificate of Insurance. Note: Coverage for liability associated with Exterior Insulation and Finish Systems ("EFIS") installation is required if loss exposure exists within the contracted Scope of Work as well as all other tiers of subcontractors contracted with the primary subcontractor.

- D. COMMERCIAL UMBRELLA LIABILITY ("Umbrella Liability") shall be maintained by Subcontractor, providing the same coverage and with the same **Additional Insureds** as the primary policy in the amount of **\$5,000,000** for Major Trade Subcontractors and **\$1,000,000** for all other Subcontractors. All terms and conditions of such coverage shall be maintained during the three (3) year Project-Completed Operations Period, including the required coverage limits and the requirement to provide PEPPER and Owner with coverage as an **Additional Insured** for Products-Completed Operations. Umbrella Liability insurance required under this Subcontract shall follow the form of the Commercial General Liability insurance, Business/Commercial Automobile insurance, and Employers' Liability insurance as required in the Subcontract. The Umbrella Liability policy must be identified as 'Follow Form' or include a policy endorsement which states "At least as broad as the three underlying primary policies" specifically stated on the Certificate of Insurance. To the extent that Subcontractor's Umbrella Liability insurance is subject to aggregate limits, policies shall be endorsed so as to apply such aggregate limits separately to each Project.

When providing a Blanket Certificate of Insurance, the following wording must be included: "*All Work performed by [Subcontractor Company Name] for all Pepper Construction Company jobsites. Additional Insureds: Pepper Construction Company and all others identified at **Exhibit C – Non-CCIP** of the Subcontract Agreement.*"

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- E. BUSINESS/COMMERCIAL AUTOMOBILE LIABILITY on an accident basis covering all Owned, Leased, Non-Owned and Hired Vehicles providing limits of liability for Bodily Injury and Property Damage of **\$1,000,000** each accident, including its own employees.

The waiver of subrogation, as required in Article P, below, shall be in favor of Indemnitees and Additional Insureds and shall be affirmed on the policy by **ISO Endorsement CA 04 44 03 10** or equivalent.

When applicable, the Business/Commercial Automobile Liability policy shall include **MCS-90 Endorsement** in compliance with the Federal Motor Carrier Safety Administration ("FMCSA").

If Subcontractor's Work involves the transport of pollutants, its Business/Commercial Automobile Liability policy shall be endorsed with Pollution Liability – Broadened Pollution for Covered Autos **ISO CA 99 48 10 01** or equivalent.

- F. **CONTRACTOR'S POLLUTION LIABILITY insurance shall be provided by Subcontractor with minimum limits of \$1,000,000** per occurrence and **\$1,000,000** per aggregate and shall apply to bodily injury, property damage or other losses due to a pollution incident or event arising from Subcontractor's activities and shall apply for at least the following types of Subcontractors: building enclosure systems, drywall/insulation, MEP (including but not limited to HVAC, plumbing, sprinkler), and excavating. Further, such Pollution Liability policy shall include coverage for, and Subcontractor's Certificate of Insurance shall specifically state that microbial matter, silica, mold, bacteria, and fungi coverage are included. The policy must include the parties listed in this **Exhibit C – Non-CCIP Insurance Requirements as Additional Insureds** on a primary and non-contributory basis. Occurrence or claims-made coverage is acceptable. Occurrence-based coverage is to be maintained for three (3) years after completion. Claims-made coverage is to have a retroactive date prior to the date the Subcontractor commences contracting services on the Project and shall include an Extended Reporting Period of three (3) years. **Additional Insured** coverage under the Contractor's Pollution Liability shall apply to both ongoing and completed operations.

Subcontractor's Pollution Liability policy shall include coverage for actual or alleged on-site and off-site bodily injury, property damage, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental.

Note: This coverage requirement also pertains to any subcontractor that is required to penetrate a building foundation, curtainwall or roof to complete their contracted Scope of Work or contracted to a lower tier of subcontractor. Finally, all subcontractors that install windows, doors or any fixtures on the exterior of a building will be required to adhere to this insurance requirement.

Subcontractor and its lower tiers shall provide prompt notice to PEPPER of any claim asserted, the entry of any settlement, or rendering of any judgment which may be covered by this Pollution Liability policy with a total reserve valued at twenty-five percent (25%) of available policy limits of the Pollution Liability policy. Coverage shall not be limited to the dollar amount of the Subcontract Price, including all modifications.

- G. CONTRACTOR'S PROFESSIONAL LIABILITY INSURANCE ("Design Liability") coverage applies to acts, errors, or omissions arising from Subcontractor's professional services. If Subcontractor provides any architectural or professional engineering service, by its employees or through other contracted Professional Services providers (regardless whether such service does not result in stamped or sealed submissions) including any surveying, soils analysis, approval of materials, equipment or design, connections, or sizing of members for any earth retention, shoring, dewatering, mechanical, electrical, plumbing, fire protection, windows, wall systems, structural walls, precast, elevators, roofing, drainage or communications systems, the Subcontractor shall furnish PEPPER with an appropriate certificate, including any endorsements, directly relating to the Project which shall remain in effect for a period of three (3) years after the date of final completion identifying the Subcontractor's professional liability insurance coverage and stipulating amounts of coverage at not less than **\$2,000,000** with Subcontractor's deductible not to exceed **\$250,000** insuring Subcontractor's proper performance of its Design Services. The Professional Liability policy shall be maintained without interruption for no less than three (3) years after the date of final payment to Subcontractor. If the insurance policy is written on a "claims-made" form, the policy must include a three (3) year "Extended Reporting Period" endorsement (coverage option). The "Extended Report Period" coverage shall commence to the degree that continuous Professional Liability coverage has not been kept in force from the inception of the contracted project and three (3) years thereafter. Subcontractor agrees that coverage thereunder will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to PEPPER.

H. AVIATION INSURANCE.

1. If either of the following aviation options (H2 or H3, below) are applicable to this Project, Subcontractor shall request in writing and obtain PEPPER's written approval for proposed aviation events. With such request, Subcontractor shall include a detailed description of the proposed event, identifying specific dates, times, and proof of pilot licensing, as described below. If approved, Subcontractor shall provide evidence of the required liability coverage, as identified below in H2 or H3, as applicable.

To the extent that **Subcontractor** shall provide aviation services, it is required to:

- a. provide prior written notice to PEPPER that Subcontractor shall provide such aviation services ("Sub Notice");
- b. provide such Sub Notice to PEPPER at least ten (10) days prior to the scheduled flight;
- c. obtain approval for aviation events and provide written evidence of the Subcontractor's required insurance coverage, as identified below at H2 or H3, as applicable, including Owner, PEPPER, and others per the Owner Agreement as an **Additional Insured** on a primary and non-contributory basis for bodily injury or property damage with respect to the ownership, maintenance, or use of the aircraft and provide a Waiver of Subrogation in favor of the parties as set forth in Article J, below;
- d. provide to PEPPER proof of Subcontractor's FAA pilot license, with Commercial Helicopter Rating, or FAA 107 Commercial UAS License, as applicable;
- e. provide written evidence of Non-Owned Aviation liability coverage to the same extent as required by H2 or H3; and
- f. advise PEPPER's Project Manager and Director of Corporate Risk Management of the financial risk exposures involved at least ten (10) days prior to the scheduled flight.

To the extent that **Subcontractor's lower-tier subcontractor** shall provide aviation services, **Subcontractor** is required to:

- g. provide prior written notice to PEPPER that a Sub-Subcontractor shall provide such aviation services ("Sub-Sub Notice");
- h. provide such Sub-Sub Notice to PEPPER at least ten (10) days prior to the scheduled flight;

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- i. notify Sub-Subcontractor, in writing, that all terms of this Article H are applicable to Sub-Subcontractor;
 - j. obtain approval for aviation events and provide written evidence of the Sub-Subcontractor's required insurance coverage, as identified below at H2 or H3, as applicable, including Owner, PEPPER, and others per the Owner Agreement as **Additional Insureds** on a primary and non-contributory basis for bodily injury or property damage with respect to the ownership, maintenance, or use of the aircraft and provide a Waiver of Subrogation in favor of the parties as set forth in Article J, below;
 - k. provide to PEPPER proof of Sub-Subcontractor's FAA pilot license, with Commercial Helicopter Rating, or FAA 107 Commercial UAS License, as applicable;
 - l. provide written evidence of its own and Sub-Subcontractor's Non-Owned Aviation liability coverage to the same extent as required by H2 or H3; and
 - m. advise PEPPER's Project Manager and Director of Corporate Risk Management of the financial risk exposures involved at least ten (10) days prior to the scheduled flight.
2. Commercial Aviation (Manned Fixed and Rotor Wing Aircraft) Liability Insurance Coverage: Should Subcontractor's or Sub-Subcontractor's Work include the approved use of any owned, leased, chartered, or hired aircraft of any type on the Project, minimum limits in an amount not less than **\$10,000,000** per occurrence, including Passenger Liability, shall apply. Cargo/Sling coverage with limits of **\$250,000** per load shall apply. PEPPER reserves the right to determine and require higher limits of liability based on jobsite exposure.
3. Commercial Aviation Liability (Unmanned Aircraft System or Aerial Drones ("UAS")) Insurance Coverage: Should Subcontractor's or Sub-Subcontractor's Work include the approved use of any owned, leased, borrowed, or hired UAS on the Project, minimum limits of liability of **\$2,000,000** each occurrence shall apply.
4. Coverage in Sections H2 and H3, above, shall include:
- a. Bodily Injury, Property Damage, Contractual Liability, and Hired and Non-Owned Aircraft Liability. Coverage under this policy shall also be extended to the authorized pilot in command of the aircraft when performing on behalf of the Named Insureds.
NOTE: Approved usage of all drones (not to exceed 40 pounds in total unit weight) shall be strictly limited to aerial photography and survey work; and
 - b. any aircraft, equipment, or property used in the aviation event shall:
 - i. be specifically scheduled on the aircraft liability insurance policy; and
 - ii. carry hull and physical damage coverage for the replacement cost value of the aircraft.
5. With regard to both H2 and H3, above, the Subcontractor and any Sub-Subcontractor shall agree that:
- a. if the pilot for such aviation event has not previously flown on a PEPPER project, and has neither been interviewed nor approved by PEPPER to fly, PEPPER and the Subcontractor (and Sub-Subcontractor, if involved) shall timely arrange for the pilot to participate in an interview with a PEPPER drone pilot prior to the first scheduled flight, and the Subcontractor, Sub-Subcontractor and pilot shall all fully cooperate; and
 - b. PEPPER reserves the right to decline the drone flight request based on the results of the interview conducted by PEPPER; such decision to decline the flight request shall be in PEPPER's sole discretion and may be based on factors including, but not limited to, the pilot's demonstrated incompetence, lack of experience, or failure to meet PEPPER's standards and requirements.
- I. NETWORK SECURITY AND PRIVACY PROTECTION LIABILITY coverage ("Cyber Liability") is required of all Subcontractors and sub-subcontractors as determined by PEPPER, in circumstances where physical or wireless connection will be made to any PEPPER network (including a Guest internet connection) or Owner's Network at the site of the Project. Such networks include, without limitation, Building Automation, Computer Maintenance Management, HVAC, MEP, Building Security/Access Controls, Fire Protections/Alarm, and Telecommunication/Data Management systems. The Subcontractor shall provide evidence of Cyber Liability with limits of not less than **\$2,000,000** per occurrence and **\$2,000,000** annual aggregate. Coverage shall be sufficiently broad to respond to the cyber and network liability exposure resulting from or arising out of Subcontractor's performance of its duties and obligations under this Subcontract Agreement, and shall provide coverage for loss occurrences which include, but are not limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, network security, installation of malware/ransomware, loss of network use, and infringement of intellectual property (including infringement of copyright, trademark, and trade dress). The policy shall provide coverage sufficient to defend and indemnify the **Additional Insureds** and shall also provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses.
- J. ADDITIONAL INSURED: To the fullest extent of coverage allowed under applicable law, the following entities shall be included as Additional Insureds under the General Liability, Business/Commercial Automobile Liability, Umbrella/Excess Liability, and Pollution Liability (where applicable). The Subcontractor's CGL and Umbrella Liability policies must include the parties listed in **Exhibit C – Non-CCIP** as **Additional Insureds**, on an ISO **Additional Insured** Endorsement (**CG 2010** and **CG 2037, Edition #07 04** or older, or equivalent) covering Ongoing and Completed Operations. Subcontractor's insurance will be primary and non-contributory to any insurance carried by any of the **Additional Insured**. Subcontractor's required insurance shall apply separately to each **Additional Insured**. Any other insurance or self-insurance maintained by PEPPER or Owner shall be excess of, and non-contributory with, the coverage afforded by Subcontractor's CGL and Umbrella Liability insurance.
- K. A Certificate of Insurance on an ACORD form, and the **Additional Insured** Endorsement (including a waiver of subrogation), must be delivered to the PEPPER Project Manager of record and PROVIDED TO THE PEPPER JOBSITE FIELD SUPERINTENDENT **PRIOR TO THE COMMENCEMENT OF ANY WORK**. The Subcontractor shall notify PEPPER by email within thirty (30) days if such Certificate is to be altered, cancelled or allowed to expire.
- L. Equivalent insurance coverage must be obtained from each sub-subcontractor or supplier, if any, before permitting them on the Project site. In the event Subcontractor fails to obtain such coverage from its lower tiers, protection of such parties shall be included within Subcontractor's insurance policies.
- M. PEPPER may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with the Owner. Subcontractor may use such items upon PEPPER's prior written authorization. In the event of any such Subcontractor use,

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the Subcontractor agrees to insure against claims of injury or damage caused by such items while in Subcontractor's care, custody or control by naming PEPPER as an insured party. Liability limits shall be the same as in Section C, above. Physical Damage insurance against damage to the items themselves shall be on a "Replacement Cost" basis.

- N. Subcontractor will be responsible for any deductible or self-insured retention under its insurance policies.
- O. It is understood and agreed that PEPPER shall withhold payments to the Subcontractor until a properly executed Certificate of Insurance and endorsement providing insurance as required herein, accompanied by a signed Subcontract Agreement, are received by PEPPER. The failure of PEPPER to withhold such payments or obtain the required Certificate or endorsement shall not be deemed to be a waiver of Subcontractor's obligation to provide the insurance required under the Subcontract Agreement.
- P. Subcontractor hereby waives any rights of subrogation against PEPPER, the Owner, the Architect, and any other **Additional Insureds** as required by this Subcontract, the Owner Agreement or the Invitation to Bid. If insurance policies specified within this **Exhibit C – Non-CCIP** require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Subcontractor will cause them to be so endorsed with an **ISO Endorsement CG 24 04, CG 24 53**, or equivalent. This waiver shall apply to all first-party Property, Mobile Equipment, Vehicles of any type, Business/Commercial Automobile, and Workers' Compensation claims (unless prohibited under applicable state statutes), and all third-party liability claims.
- Q. Provided the minimum required primary limits under the Commercial General Liability are provided as stated in Section C., above, CGL, Business/Commercial Auto Liability, and Employer's Liability policies can be obtained by any combination of primary and excess coverage.
- R. Any self-insured retention on any of the coverages required above must be clearly disclosed on the Subcontractor's Certificate of Insurance and are subject to PEPPER's approval. PEPPER reserves the right to require a proper form of collateral for any self-insured retention.
- S. Upon PEPPER's written request, Subcontractor shall provide to PEPPER copies of all of its insurance policies, including all policy endorsements, as required herein.
- T. Failure of Subcontractor to comply with all insurance requirements set forth in this **Exhibit C** will be deemed a material breach of Subcontractor's obligations under the Subcontract Agreement.
- U. Subcontractor-provided policy terms, limits, and coverages shall equal or exceed any requirements specified in the Contract Documents or required by law, and in no event shall they be less than required herein. If Subcontractor maintains insurance policies with limits greater or coverage broader than the limits and coverage stated above, Subcontractor agrees that such higher limits and broader coverage shall be deemed to be the minimum limits and coverage required under this Subcontract. Subcontractor further agrees that the higher limits and broader coverage shall be available to the Additional Insureds on a primary and non-contributory basis.
- V. Certificates of Insurance shall show all limits of liability in U.S. dollars.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number | | | | | | | | | |
| | | | | - | | | | - | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|-----------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ² |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ² |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ¹ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|--|--|--|
| (g) | (h) | (i) | (j) |

Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|-------------------------------------|---|
| (k) | (l) |

Injury and Illness Types

| | |
|----------------------------|-------------------------|
| Total number of... | |
| (1) Injuries (M) | (4) Poisonings |
| (2) Skin disorders | (5) Hearing loss |
| (3) Respiratory conditions | (6) All other illnesses |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name _____

Street _____

City _____ State _____ ZIP _____

Industry description (e.g., *Manufacture of motor truck trailers*) _____

Standard Industrial Classification (SIC), if known (e.g., 3715) _____

OR

North American Industrial Classification (NAICS), if known (e.g., 336212) _____

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate)

Annual average number of employees _____

Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive _____ Title _____

Date _____

SUBCONTRACTOR SAFETY HANDBOOK

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1. **INTRODUCTION** - This handbook has been provided to familiarize all SUBCONTRACTORS and their SUPERVISORS with the Pepper Construction Company safety rules, procedures, and guidelines for preventing jobsite accidents and injuries. It is the responsibility of the SUBCONTRACTOR to provide their Project Managers and Site Supervisors with a copy of this document. Also, be advised that an officer of your company has read this handbook and agreed with its terms and conditions. This commitment assures your compliance with the safety rules, procedures, and guidelines outlined in this handbook, as well as all applicable Federal, State and Local regulations. This document does not replace, modify, or supersede the rights and obligations of the parties as set forth in the subcontract. The subcontractor is ultimately responsible for the safety of its personnel and third parties that come in contact with the sub's operations. This handbook is not intended to replace the sub's policies or to make Pepper responsible for the subs' operations.
2. **STATUTORY REQUIREMENTS** - Each SUBCONTRACTOR is expected to be aware of and comply with Federal, State, and Local safety regulations. In addition, each SUBCONTRACTOR has agreed to hold the Owner and PEPPER CONSTRUCTION harmless for all claims, damages (including legal fees), and/or penalties incurred because of SUBCONTRACTOR's failure to comply with such regulations.
3. **INSURANCE REQUIREMENTS** - SUBCONTRACTORS may not start their work until a valid and acceptable certificate of insurance is on file with PEPPER CONSTRUCTION. This includes a copy being provided to the PEPPER CONSTRUCTION Site Superintendent.
4. **SAFETY PRE-QUALIFICATION** – Each SUBCONTRACTOR that will have direct employees on the jobsite must be Safety Prequalified by PEPPER CONSTRUCTION. The Safety Prequalification Information online application must be completed and submitted to PEPPER CONSTRUCTION prior to contract award.
5. **SAFETY PLANNING & PROGRAMS**
 - 5.1. The SUBCONTRACTOR must submit a Project Specific Safety Plan for review. Templates will be provided by PEPPER CONSTRUCTION if needed. The completed safety plan must be submitted to PEPPER CONSTRUCTION for review prior to the Safety Plan Review Meeting and the start of work. The plan shall be updated as site conditions warrant and reflect changes in safety procedures that are necessary to maintain a safe jobsite.
 - 5.2. Safety Plan Review Meeting – all SUBCONTRACTORS are required to attend a Safety Plan Review Meeting that must take place before their work starts. The PEPPER CONSTRUCTION Superintendent will schedule the meeting. Required attendees include the SUBCONTRACTOR full time Site Superintendent/Foreman and the PEPPER CONSTRUCTION Superintendent. The SUBCONTRACTOR COMPETENT PERSON must be fully aware of this plan and the procedures necessary to eliminate any hazards.
 - 5.3. The SUBCONTRACTOR is required to review the Project Specific Safety Plan with their trade's people prior to beginning work.
6. **COMPETENT PERSON REQUIREMENT** - The SUBCONTRACTOR must designate a Competent Person in writing who will sustain a presence on the project while work is being performed. It is the competent

person's responsibility to initiate and maintain an effective safety process at the jobsite. **Each competent person shall have completed the 30-hour OSHA Construction Safety and Health Training course.**

- 7. TRAINING** - Weekly toolbox and **daily Task Hazard Analysis (Job Safety Analysis) meetings are required** of all SUBCONTRACTORS. Daily THA/JHA meetings are to be performed at the beginning of each shift. Documentation of these meetings must be submitted to the PEPPER CONSTRUCTION site Superintendent weekly. Project meetings will include Safety as an agenda item and all SUBCONTRACTOR supervisors are required to attend.
- 8. SAFETY ORIENTATION** - SUBCONTRACTORS are required to send trades people who are new to the project to the PEPPER CONSTRUCTION orientation before they begin work at the site. PEPPER CONSTRUCTION will conduct the orientation meetings.
- 9. INSPECTIONS** – On a daily basis, SUBCONTRACTORS are required to inspect the areas in which their employees are working and immediately report any unsatisfactory or unsafe conditions to the PEPPER CONSTRUCTION site Superintendent.
- 10. CONTRACTOR VIOLATIONS** - If unsafe conditions, practices, or procedures are observed, the SUBCONTRACTOR supervisor will be requested to correct the situation. Failure to adequately correct the condition or refusal to comply or enforce the requirements referenced in this handbook may result in:
 - 10.1. Removal of involved employees from the jobsite;
 - 10.2. Removal of all SUBCONTRACTOR employees from the jobsite;
 - 10.3. Denial of future bid opportunities with PEPPER CONSTRUCTION.
- 11. EMPLOYEE VIOLATIONS** - This procedure is established to provide for the discipline of employees who violate safety rules. Safety rules are written and enforced to provide for a safe and healthful place of employment.
 - 11.1. All SUBCONTRACTOR Superintendent's, Foremen and competent persons are responsible for the enforcement of the safety and health program on PEPPER CONSTRUCTION projects. In order to accomplish this, they must ensure that each employee is properly instructed in the use of safety equipment and safe work practices.
 - 11.2. If violations of the PEPPER CONSTRUCTION requirements and/or the Project Specific Safety Plan are observed, the responsible SUBCONTRACTOR must initiate the disciplinary policy with their employee. The response to a safety violation should be carefully evaluated based on the nature of the safety violation. It is imperative that the SUBCONTRACTOR Superintendent or Foreman warn employees when they violate a safety rule and remove any employee who refuses to comply with the safety rules from the PEPPER CONSTRUCTION project.
 - 11.3. When an employee is observed violating a safety rule, the subcontractor, and/or PEPPER CONSTRUCTION shall implement the following steps:

- 11.3.1. First offense – written warning to employee (all written warnings shall be documented using the SUBCONTRACTORS Employee Safety Violation Notice or letterhead);
 - 11.3.2. Second offense – written warning to employee with a phone call and/or letter to SUBCONTRACTOR office within 24 hours of violation. Employees shall be prohibited from working on PEPPER CONSTRUCTION projects for 2 working days.
 - 11.3.3. Third offense – (within any twelve-month period of time) is grounds for immediate removal from the project and prohibition of working on PEPPER CONSTRUCTION projects for one year.
- 11.4. Serious Intentional Violations are defined as violations that may have potentially severe consequences, or place individual(s) in imminent danger. A serious intentional violation may result in immediate dismissal from the project and termination of the employees' ability to work on other PEPPER CONSTRUCTION projects. Examples of serious intentional violations include:
- 11.4.1. Smoking in non-designated areas;
 - 11.4.2. Possession of alcohol, firearms, and/or illegal drugs;
 - 11.4.3. Fighting or belligerent behavior;
 - 11.4.4. Tampering with emergency equipment;
 - 11.4.5. Working without a valid shutdown notification, hot work permit, or application of Lockout/Tagout;
 - 11.4.6. Working without proper fall protection, placing a person in imminent danger;
 - 11.4.7. Entering excavations/trenches without appropriate sloping, shoring, or other protective measures, placing a person in imminent danger;
 - 11.4.8. Entering areas designated and marked as "Do Not Enter", placing a person in imminent danger;
 - 11.4.9. Operating equipment without valid licensing or training certification;
 - 11.4.10. Not reporting work related injuries and/or damage to PEPPER CONSTRUCTION equipment or property;
 - 11.4.11. Failure to report and/or correct recognized safety hazards;
 - 11.4.12. Repeated or multiple safety violations of the same nature;
 - 11.4.13. Other acts, which indicate a SUBCONTRACTOR employee's, disregard toward his/her safety, the safety of others, or lack of proper care of PEPPER CONSTRUCTION property/equipment;
 - 11.4.14. Falsifying accident/incident reports.
- 11.5. SUBCONTRACTOR Superintendent or Foreman shall review with the employee the details of the safety violation including corrective actions and consequences.

11.6. Copies of the Safety Violation shall be forwarded to the PEPPER CONSTRUCTION Superintendent and Safety Director.

12. ACCIDENT REPORTING - Each SUBCONTRACTOR will immediately report to the PEPPER CONSTRUCTION site Superintendent, any accident or injury involving subcontractor employees or the employees of their second tier subcontractor(s), damage to property, public or private or injury to non-employees. Additionally, a copy of each accident report is to be provided to the PEPPER CONSTRUCTION site Superintendent within 24 hours. A written investigation report must be provided within 24 hours of the accident or injury.

13. MEDICAL FACILITIES - First Aid supplies are available in the PEPPER CONSTRUCTION site Superintendent's trailer or job office. Emergency telephone numbers are also posted at this location. The emergency numbers will include a nearby medical facility.

13.1. Each SUBCONTRACTOR must provide a First Aid Kit in their job site office or gang box, provide at least one trained responder certified in First Aid/CPR, and administer care to injured workers.

13.2. SUBCONTRACTORS shall provide transportation from the job site to the specified doctor's office or clinic. The employer is responsible for transporting the injured worker to the designated medical facility.

14. BLOODBORNE PATHOGENS

14.1. Exposure Determination - OSHA requires employers to perform an exposure determination for employees that may incur occupational exposure to blood or other potentially infectious materials. This exposure determination is made without regard to the use of personal protective equipment. (Employees are considered exposed even if they wear personal protective equipment). This exposure determination is required to list all job classifications in which the employees may be expected to incur such occupational exposure, regardless of frequency. The employer is also required to list job classifications in which some employees may have exposure if performing certain tasks or procedures.

14.2. Personal Protective Equipment - All personal protective equipment used at this project, for protection of bloodborne pathogens, will be provided without cost to employees by their employer. Personal Protective Equipment (PPE) will be chosen based on the likelihood of any possible exposure to blood or other infectious materials.

14.3. Hepatitis B Vaccine

14.3.1. All employees who have been identified as having possible exposure to blood or other potentially infectious materials will be offered the Hepatitis B vaccine at no cost to the employee by their employer. The vaccine will be offered within 10 days of initial assignment involving potential exposure. Employees who decline the Hepatitis B vaccine must sign a waiver. Employees who initially decline the vaccine but who later wish to have it will be provided the vaccine at no cost.

14.3.2. Employees who perform first aid only on an emergency basis will be offered the Hepatitis B vaccine. In the event emergency first aid has been rendered, and responder has possible exposure to blood or other infectious materials will be offered the Hepatitis B vaccine at no cost to the employee. If he/she declines the Hepatitis B vaccine, he/she will sign a waiver.

15. CONCRETE/MASONRY CORING & CUTTING – If the SUBCONTRACTOR scope of work includes core drilling or sawing in concrete slabs and/or concrete/masonry walls, the SUBCONTRACTOR is required to use Ground Penetrating Radar or other suitable technology to define areas where it is safe to drill or cut in order to avoid damaging rebar, post-tension cables, electrical conduit or the like.

16. CONCRETE PUMP TRUCKS – The SUBCONTRACTOR responsible for that equipment on site is the “Controlling Entity” for that activity and must verify that ground conditions are stable and that outrigger bearing pressures can be safely met. The SUBCONTRACTOR responsible for that work must establish a safe travel path of equipment, outrigger locations and ensure that no hazards such as overhead or underground utilities or vaults or structures exist.

17. CONFINED SPACE ENTRY - All employees must be protected from hazards associated with confined space entry. No employee shall be permitted to enter a confined space that has not first been monitored to ensure a safe atmosphere. All work with exposure to confined spaces must be completed in accordance with OSHA 1926 Subpart AA.

18. CONTRABAND & FIREARMS – The following items shall be considered contraband - stolen property, firearms, weapons, explosives, and any other hazardous substances and are strictly prohibited on any PEPPER CONSTRUCTION jobsite. Persons or employees found to be using or in possession of, or concealing any of the above-unauthorized items will be permanently removed from the jobsite.

19. CONTROL OF HAZARDOUS ENERGY – LOCK OUT TAG OUT – Utility Shutdowns and Critical System Service must be scheduled 10 calendar days before commencement of the work or as specified by client/project team. This work may result in a curtailment of owner’s services and operations must be accomplished at the owners required schedule. The PEPPER CONSTRUCTION Superintendent in conjunction with the owner Project Manager/Facilities representative shall coordinate all shutdown requests.

20. CRITICAL SYSTEM SERVICE NOTIFICATIONS - All utility or system connections, shut-off, or interruptions must be scheduled with PEPPER CONSTRUCTION before commencement of the work.

20.1. Valves and other shutdowns shall be located before work begins.

20.2. Contingency plans shall be developed in the event of critical system interruption.

20.3. All Critical Systems shall be identified before the start of demolition. Lines shall be painted or flagged to indicate their presence.

21. CRANES

21.1. All operators of mobile, boom truck, lattice boom, telescopic boom (Hydro) and tower cranes, shall maintain a valid certification card issued by the Operating Engineers Certification Program

(OECOP), the National Commission for the Certification of Crane Operators (NCCCO) or a company program reviewed by an outside auditor. The certification must be specific to the type of crane being operated. Certifications must be current and in good standing. Certifications must be available for verification by PEPPER CONSTRUCTION at any time while the operator is on site.

- 21.2. The SUBCONTRACTOR responsible for crane work on site must verify that ground conditions are stable and outrigger bearing pressures imposed can be safely met. The SUBCONTRACTOR responsible for that work must establish and plan a travel path for the equipment, determine outrigger locations and ensure that no hazards such as overhead or underground utilities or vaults or structure exist. The SUBCONTRACTOR must perform these inspections and notify PEPPER CONSTRUCTION prior to any hoisting activity taking place.
- 21.3. Crane appurtenances that exceed 200' above the ground or within 20,000 feet of an airport shall be marked and lighted, unless an exemption is received from the FAA. Contractors erecting the crane must review and complete FAA Form 7460 "Notice of Proposed Construction or Alteration" as required. <http://forms.faa.gov/forms/faa7460-1.pdf>
- 21.4. Annual inspection is required and a copy provided to PEPPER CONSTRUCTION upon request.
- 21.5. Tower Cranes must be inspected by a Third Party Qualified Person after erecting, climbing, jumping, de-jumping and/or dismantling activities. Additionally, a Registered Professional Engineer must verify that the host structure is strong enough to withstand forces imposed on it by braces, anchorages, and supporting floors. A copy of this inspection must be provided to PEPPER CONSTRUCTION upon request.
- 21.6. All signal persons and riggers must have certified training. Certifications must be current and in good standing. Certifications must be available for verification by PEPPER CONSTRUCTION at any time while the operator is on site.
- 21.7. Tag lines or guide ropes shall be used to control all loads.
- 21.8. Equipment operators and truck drivers must not operate closer than recommended minimum clearance distances from overhead or underground electrical wires. If work is required near these utilities, the SUBCONTRACTOR must consult with the PEPPER CONSTRUCTION site Superintendent about alternative action plans.
- 21.9. The SUBCONTRACTOR is required to complete the DAILY HOISTING PERMIT for all critical lifts. Critical Lifts are lifts in which a crane that is using 75% of the crane chart capacity or lifts involving more than one crane. A Daily Hoisting Permit form is located in the Project Specific Safety Plan.

22. DEMOLITION - Demolition of existing electrical, plumbing, and/or mechanical must not commence without the following steps.

- 22.1. The utility must be identified and marked by the trade responsible for that utility.
- 22.2. Markings will be placed at 4ft (max) intervals and be color-coded that signify the following:

22.2.1. Green – Safe to Cut and Remove

22.2.2. Red or not color coded Do Not Cut or Remove – Stop Work and contact PEPPER CONSTRUCTION supervision.

22.3. Surveying tape for color coding/flagging of the 'to be removed' materials and mechanicals shall be used.

23. DRONE USAGE - If the usage of an aerial drone is required by any subcontractor/vendor on any Pepper Construction project sites, the subcontractors/vendors must contact the appropriate PEPPER CONSTRUCTION Safety Director for consultation with the PCG Legal Department prior to use.

24. DRUG & ALCOHOL POLICY

24.1. All illegal and unauthorized substances including drugs, look-alike drugs, synthetic drugs, alcoholic beverages, and drug paraphernalia are strictly prohibited on PEPPER CONSTRUCTION jobsites.

24.2. Persons or SUBCONTRACTOR employees found to be using or in possession of, or concealing of any of the above items, will not be allowed on the PEPPER CONSTRUCTION jobsite.

24.3. Any employee of the SUBCONTRACTOR, suspected to be under the influence of drugs or alcohol, will be referred to their supervisor to determine their compliance to this Drug & Alcohol Policy and further disposition of the employee.

24.4. All employees, their vehicles, and personal property may be subject to search and inspection, before entering or departing a PEPPER CONSTRUCTION job site.

24.5. PEPPER CONSTRUCTION has adopted a "Zero Tolerance" policy regarding drug or alcohol usage. Drug or alcohol use during the work shift is prohibited (This includes breaks and lunch).

25. ELECTRICAL

25.1. SUBCONTRACTORS are responsible for maintenance of their extension cords, electrical tools, and equipment. Defective extension cords & equipment shall be removed from service immediately. OSHA requires daily inspection of extension cords, tool cords, and equipment cords.

25.2. SUBCONTRACTORS must use GFCI's at all times, even if using permanent building power.

25.3. Temporary Power Installation - Temporary electrical power, such as receptacle and lighting wire, may not be installed on PEPPER CONSTRUCTION sites as open conductors. Open conductors are copper conductors covered with one layer of insulating material. Temporary wiring connections must be contained within a junction box with a cover and properly secured to prevent movement. Temporary electrical service conductors, unless installed in metallic raceways, must utilize flexible cords and cables which carry the trade name "HARD SERVICE" or "JUNIOR HARD SERVICE", as defined in the 2002 edition of the NEC Article 400 "Flexible Cords and Cables" Table 400.4. Non-Metallic Sheathed cable (Romex) is not permitted.

25.4. Electrical extension cord use:

- 25.4.1. All cords shall be designed for hard or extra hard usage. (Not less than 12 gauge conductors)
- 25.4.2. Contractors shall identify all extension cords with a tag or be imprinted identifying the contractor company name.
- 25.4.3. All extension cords and portable equipment shall be inspected prior to each use.
- 25.4.4. Any damaged or defective cord or tool shall not be used. Any worn, frayed or damaged extension cords shall be removed from service. Damaged extension cords may not be repaired and put back into use.
- 25.4.5. Extension cords shall be placed so they do not cause slip, trip or fall hazards. Where cord sets have the potential to be damaged or where sets pose an unsafe condition, cords shall be suspended at a minimum of 8' above the work area or otherwise protected from damage. The means used to protect cords from damage shall not create a slip, trip, or fall hazard. Circumstances in which carts, aerial/scissor lifts, workers, or the public must traverse over cord sets, the protection must protect the cord from damage as well as prevent a slip/trip fall hazard.
- 25.4.6. End of Day Roll-Up: All extension cords not hung off the walking/working surface shall be disconnected from electrical sources, "rolled up" and stored at appropriate storage areas (such as gang boxes, material storage areas, etc.).
- 25.5. Energized parts must be guarded per OSHA 1926 Subpart K Electrical.
 - 25.5.1. A permanent electrical panel cover or an acceptable temporary cover must be provided. Non- conductive material is acceptable for temporary covers. However, cardboard is an unacceptable temporary cover.
 - 25.5.2. All temporary covers must have a positive fastening device to secure it to the panel. Magnetic temporary covers may only be used during the work shift for guarding if the personnel responsible for the open panels are required to leave the immediate area. Magnetic covers may not be used overnight or if tradesmen will not be present for the next shift.
 - 25.5.3. It is acceptable to leave an electrical panel open if the area that contains the panel is secured or isolated per the requirements of OSHA 1926.403 (i)(2).
 - 25.5.4.** All energized devices, such as light switches and electrical outlets, shall have non-conductive and positively secured covers in place. If devices are not energized, covers are not required per PEPPER or OSHA requirements. The use of electrical tape as a substitute for covers is not permitted. If covers must be removed for the purpose(s) of drywall finishing, painting, wall covering installation or other types of work, all energized devices shall be de-energized and locked out/tagged out by a qualified person prior to cover removal.

- 25.6. Any employee who may be working on or near (within 10') live electrical parts shall be qualified as explained in OSHA 1910 Subpart S Electrical. Live parts to which an employee might be exposed shall be put into an electrically safe work condition before an employee works on or near them, unless the employer can demonstrate that de-energizing introduces additional or increased hazards or is infeasible due to equipment design or operational limitations.
- 25.6.1. Examples of increased or additional hazards include, but are not limited to, interruption of life support equipment, deactivation of emergency alarm systems, and shutdown of hazardous location ventilation equipment or removal of illumination for an area.
- 25.6.2. Examples of work that may be performed on or near exposed energized electrical conductors or circuit parts because of infeasibility due to equipment design or operational limitations include performing testing or trouble shooting of electrical circuits that can only be performed with the circuit energized and work on circuits that form an integral part of a continuous process that would otherwise need to be completely shut down in order to permit work on one circuit or piece of equipment.
- 25.7. If the live parts cannot be placed in an electrically safe work condition, other safety related work practices shall be used to protect employees who might be exposed to the electrical hazards involved. Such work practices shall protect each employee from arc flash and from contact with live parts directly with any part of the body or indirectly through some other conductive object.
- 25.8. It is the goal of PEPPER CONSTRUCTION to achieve 100% lockout/tagout when working on all systems that have the potential to become energized. If it is determined that lockout/tagout can't be achieved, the SUBCONTRACTOR must implement an energized work safety policy. If this policy has to be implemented, immediate notification of the PEPPER CONSTRUCTION Superintendent shall occur prior to initiating the work.
- 25.9. Lockout/Tagout Procedures shall be followed when work is to be performed on de-energized equipment. SUBCONTRACTORS are required to develop and implement an energy control or lockout/tagout program and maintain it onsite.

26. EXCAVATIONS

- 26.1. At any time, a SUBCONTRACTOR-controlled employee is involved in the creation of, or working in, any trench or excavation, that SUBCONTRACTOR must provide an on-site, excavation COMPETENT PERSON.
- 26.1.1. Excavation of any kind is strictly forbidden without written notification and approval of the Pepper Construction Site Supervisor at least 96 hours prior to beginning excavation.
- 26.2. Underground utilities –
- 26.2.1. Whenever SUBCONTRACTORS conduct excavation operations, it is their responsibility to contact the appropriate public one call locating services and a private locating service to locate and grid the project for all underground utilities. Work may not start until the

dig numbers have been submitted to the PEPPER CONSTRUCTION site Superintendent and the excavation schedule has been approved.

- 26.2.2. All public and private utility locates shall be overlaid on one Project Utility Location Drawing maintained in the PEPPER CONSTRUCTION Superintendent's office.
 - 26.2.3. The SUBCONTRACTOR shall verify location of all shut-offs, valves and systems served by utilities. These locations shall also be identified on the Project Utility Location Drawing.
 - 26.2.4. The SUBCONTRACTOR must pot-hole, daylight, or hand excavate all located utility crossing points up to 3 feet on either side of the utility markings to visibly identify the actual utility location.
 - 26.2.5. In the event an underground utility has been identified within 30' of the intended excavation, the PCC Critical Dig protocol must be followed. This includes hand excavation and/or hydro excavation.
 - 26.2.6. Equipment operators and truck drivers must not operate closer than recommended minimum clearance distances from overhead or underground electrical wires. If work is required near these utilities, the SUBCONTRACTOR must consult with the PEPPER CONSTRUCTION site Superintendent about alternative action plans.
- 26.3. The SUBCONTRACTOR performing excavation work shall meet with the PEPPER CONSTRUCTION Superintendent before work starts at the beginning of each shift to:
- 26.3.1. Review previous days (shift) trenching and excavating activities.
 - 26.3.2. Discuss the scope and location of work for the days (shift) work.
 - 26.3.3. Verify known underground utility locations.
 - 26.3.4. Discuss private and public locates needed for upcoming trenching and excavating activities.
 - 26.3.5. Review excavation protective system i.e. sloping, benching, trench box prior to being utilized during the shift.
 - 26.3.6. Review pot-hole/daylight/hand excavation procedures for all located utility crossing points.
- 26.4. SUBCONTRACTORS shall perform a Task Hazard Analysis for each trenching and excavating activity. If more than one activity occurs in a shift, additional THA's shall be performed. Each THA shall include:
- 26.4.1. Work scope.
 - 26.4.2. Known overhead and underground utility locations and applicable private and public locate markings.
 - 26.4.3. Requirement that limits machine excavating, digging or auguring up to a 3 ft. limit on either side of the utility markings.

- 26.4.4. Requirement that all located utility crossing points are exposed by hand or hydro excavating procedures.
- 26.5. SUBCONTRACTORS are required to install and maintain barricades around excavations/trenches in order to protect pedestrian and vehicular traffic from entering.
- 26.6. The excavation must be sloped or benched per OSHA standards, shored and /or safeguarded through the use of a trench box or other engineered earth retention device(s) when excavation reaches five (5) feet or greater in depth. Protection against cave-in at a depth of less than five (5) feet may be required if the COMPETENT PERSON determines that soil or other conditions warrant such protection.

27. FALL PROTECTION

- 27.1. A fall protection program is designed to provide the required methods to prevent employees from exposure to or suffering an injury due to a fall from an elevation. Due to the extreme severity of fall related injuries, SUBCONTRACTORS must exercise every precaution. The use of fall protection systems and equipment is required on all PEPPER CONSTRUCTION jobsites. Any employee found to be in violation of PEPPER CONSTRUCTION Fall Protection requirements is subject to immediate removal from the jobsite. A "Fall Protection System" is defined as some engineered, physical means or methods that are designed to eliminate a fall exposure to employees. Under OSHA 1926 Subpart M Fall Protection, the subcontractor is required to provide "Guard Rail Systems, Safety Net Systems or Personal Fall Arrest Systems" whenever employees are exposed to falls of six (6) feet or greater.
- 27.2. OSHA 1926 Subpart M Fall Protection states that there may be work activities that qualify for an exception to the six (6) foot rule. However, it continues to state, "There is a presumption that it is feasible and will not create a greater danger to implement at least one of the above referenced systems." PEPPER CONSTRUCTION supports this presumption of feasibility. It has been demonstrated that effective fall protection can be provided for many concrete leading edge operations, pre-cast plank and double-T erection, and low sloped (4 in 12 or less) roofing operations. It is required that the appropriate fall protection systems be provided by subcontractor. This must be addressed in the Site Specific Safety Plan that each SUBCONTRACTOR is contractually required to provide to PEPPER CONSTRUCTION.
 - 27.2.1. Concrete Leading Edge Operations - Engineered fall protection systems must be used to minimize fall exposures.
 - 27.2.2. Roofing – A Fall Protection System is required for all low sloped (4 in 12 or less) roofing operations when the fall distance exceeds six (6) feet. Safety monitors are not considered positive fall protection. In addition, any employee engaged in the installation of sheet metal materials (including but not limited to flashing, coping caps, etc.) must use a Fall Protection System.
 - 27.2.3. Non-Roofing Work On Low Sloped Roofs - Other trade tasks unrelated to roofing work being performed on low-sloped roofs must install a Controlled Access Zone (CAZ). The

CAZ must be created with flagging or barricades, and established a minimum of fifteen (15) feet from unprotected sides or edges. A flagged or barricaded path must be established and maintained from the point of access to the CAZ. Any employee outside the CAZ must utilize a Fall Protection System.

- 27.2.4. Steel Erection – All steel erection activities (erectors, connectors, and deckers) are contractually required by PEPPER CONSTRUCTION, to include 100% fall protection when fall hazard is six (6) feet or greater.

- 27.2.4.1. The SUBCONTRACTOR (fabricator and their erector) is required to submit in writing a detailed plan of all fall protection to be used on the project. This includes a detailed analysis of all fall hazards greater than six feet. The plan shall include a detailed description of the specific personal fall arrest systems to be used including manufacturers and/or engineered designs, limitations of use, and the minimum clearance distance required for the system to prevent the worker from striking the floor/deck below. Systems that do not prevent contact with the surface below will not be permitted.

- 27.2.4.2. PEPPER CONSTRUCTION further requires that decking be installed every two stories or thirty - (30) feet, whichever is less, before erecting additional levels.

- 27.2.4.3. Any exceptions based on feasibility or constructability constraints must have the written approval of the PEPPER CONSTRUCTION Safety Department, Project Manager and site Superintendent.

- 27.2.4.4. Working floors to be considered “controlled access” areas for ironworkers and deckers only until the floor has achieved 100% fall protection unless personal fall protection systems are utilized.

- 27.2.4.5. Cable must not deflect more than 2 in. when a 200-lb. force is applied. If a 2-in. deflection is exceeded additional intermediate supports must be provided. Maximum 2-in. deflection must be maintainable. Maximum distance between supports is 15 feet. Bracing/Kickers shall be provided at corner stanchions to maintain plumb when cables are pulled tight.

- 27.2.4.6. Roof levels must be protected with a Perimeter Guardrail System (top rail and mid- rail). PEPPER CONSTRUCTION must approve variations due to job conditions of this requirement.

- 27.2.4.7. Overhead protection – On multi-story steel erection projects, a minimum of two decked floors one of which must be poured shall be in place between the erector's raising gang and trades below whose work is unrelated to the steel erection process.

- 27.2.4.8. 12 ft. Rated Lanyards: 12 ft. rated double hook or (Y) lanyards will be required when employees are tying off at their feet and/or when

circumstances exist where the free fall distance prior to the lanyard engaging is beyond or exceeds six feet (6 ft.).

- 27.2.5. Masonry Fall Protection (Overhand Operations) - A Fall Protection System must be provided by subcontractor to its employees exposed to a six (6) foot or greater fall hazard. Therefore, the OSHA 1926 Subpart M fall protection exception that allows a controlled access zone in lieu of personal fall protection, safety nets or a guardrail system, does not apply to overhand bricklaying operations on PEPPER CONSTRUCTION projects. The fall protection system used will be determined by the masonry contractor's competent person. This includes those engaged in overhand work including the laying of brick, block, and related materials, striking, and brushing joints. In relation to operations included in OSHA 1926 Subpart L, Scaffolding, all regulations shall be followed.
- 27.2.6. Floor Openings & Perimeter Protection – Guardrail systems are provided at the perimeter, stairway openings, and shaft openings.
 - 27.2.6.1. A guardrail system is defined as a toprail @ 42", a midrail @ 21", and includes a toeboard.
 - 27.2.6.2. Hole covers must be installed and maintained by the contractor that created the hole. If a hole cover is removed by another trade, that SUBCONTRACTOR or trade assumes responsibility to cover and maintain that hole.
 - 27.2.6.3. Hole covers shall be designed to withstand twice the weight of workers, equipment, and materials. Floor covers must be raised or suitably barricaded to prevent overloading from mobile equipment such as scissors and boom lifts.
 - 27.2.6.4. Covers shall be secured against displacement horizontally and vertically.
 - 27.2.6.5. All covers shall be marked with the words "HOLE, FLOOR OPENING, OR DO NOT REMOVE."
 - 27.2.6.6. All floor hole covers must be sealed to the floor with watertight sealant if the release of liquid could cause damage to the space(s) below.
 - 27.2.6.7. If a SUBCONTRACTOR finds it necessary to remove a guardrail system, an authorized PEPPER CONSTRUCTION representative must be notified and the removal and replacement of the protective device is to be coordinated with them. This procedure is critical in assuring that these systems maintain their required protective designs.
 - 27.2.6.8. Should a SUBCONTRACTOR damage any protective system, they must notify an authorized PEPPER CONSTRUCTION supervisor immediately. Do not remove or repair these systems without notifying PEPPER CONSTRUCTION.

Whenever guardrail systems or covers are removed, employees must be protected with appropriate fall protection systems. Failure to replace protective systems, may subject the responsible employee to removal from the jobsite. Further, failure to replace protective system will result in PEPPER CONSTRUCTION performing this work and the cost for this activity will not be negotiable, based on the SUBCONTRACT AGREEMENT with the respective firm.

28. FIRE PROTECTION

- 28.1. Good housekeeping practices are the singularly most important element of fire protection. Combustible materials must be placed in trash receptacles and removed from the project in a timely fashion.
- 28.2. When portable heaters are used, make certain they are placed well away from the combustible materials (both side to side and also above and below.)
- 28.3. Temporary heaters will be checked for correct operation prior to being put into service each day.
- 28.4. One portable dry chemical fire extinguisher not rated less than 20lb ABC to be provided within five (5) feet of wherever gasoline operated equipment is being used.
- 28.5. Fire extinguishers are not to be tampered with or removed from assigned locations (except for emergency use). If discharged for any reason, the fire extinguisher must be replaced or recharged immediately.
- 28.6. Procedures to be followed in the event of a fire should be rehearsed regularly.
- 28.7. Hot Work Operations - In occupied buildings or at the discretion of the PEPPER CONSTRUCTION Superintendent a Hot Work Permit is required for operations or activities involving an open flame or work which may produce sparks or smoke including but not limited to: welding, torch cutting, soldering, grinding, chop saw use and open flames.
 - 28.7.1. Permits are valid for only the date, shift, and location indicated.
 - 28.7.2. It is the responsibility of the SUBCONTRACTOR to provide adequate fire extinguishers in the work area. One portable ABC fire extinguisher shall be provided within twenty-five (25) feet of work.
 - 28.7.3. A fire watch shall be maintained whenever welding, cutting, or spark producing operations take place and there is a threat of fire.
 - 28.7.4. Properly trained fire watch personnel shall be provided and shall have no additional duties.
 - 28.7.5. Fire watch shall be continued for a minimum of (40) minutes after hot work has been completed. Procedures may vary by exposure.
 - 28.7.6. The Hot Work Permit must be submitted to an authorized PEPPER CONSTRUCTION representative. The PEPPER CONSTRUCTION site Superintendent may designate an

authorized person for this purpose. All guidelines contained within that Hot Work Permit must be followed.

- 28.7.7. Asphalt/Pitch kettles are covered by the Hot Work Permit Program. Tar Pots are required to be attended at all times. Under no circumstances shall “tar pots” be located closer than 35 feet to any combustible storage area.

28.8. Flammable Storage/Use

- 28.8.1. Gasoline and other flammables must be kept in an approved metal safety can (approved by a nationally recognized testing laboratory) for the handling and use of flammable liquids. Further, a safety can by definition is a container with a capacity of 5 gallons or less and equipped with; a spring-closing lid and spout cover, a means to relieve internal pressure, and flash-arresting screen. The limits of quantities stored must meet local, state, and/or federal regulations. Plastic gas cans are prohibited. Flammables must be stored in properly labeled containers (HAZCOM requirement). It is the responsibility of the SUBCONTRACTOR to provide adequate fire extinguishers. Smoking is strictly forbidden in areas where flammables are stored or used. “NO SMOKING” signs must be posted and obeyed.
- 28.8.2. Bulk storage fuel tanks are not permitted on Pepper Construction Company projects without permission.
- 28.8.3. Flammable liquids shall be stored outside, away from buildings, in a safe and secure location in standard approved storage containers or tanks.
- 28.8.4. No flammables may be stored inside tool trailers, job toolboxes or other closed locations.
- 28.8.5. Portable tanks are not to be nearer than 20 feet from any building. Portable fuel tanks/containers are not allowed inside the building under any circumstances.
- 28.8.6. At least one portable fire extinguisher having a rating of not less than 20-B units shall be located not less than 25 feet, nor more than 75 feet, from any flammable liquid storage area located outside.
- 28.8.7. Fueling and refueling operations for equipment, whether gasoline or diesel, shall be performed outside, no closer than 35’ from any building.
- 28.8.8. Liquefied Petroleum Gas (L-P Gas) - Storage of L-P gas cylinders within buildings is strictly prohibited. L-P gas containers, when in use, must stand on a substantially level, firm surface and secured in an upright position to prohibit falling, tipping or toppling of containers. Heating equipment must be located at least 6 feet from L-P gas containers and the heat directed away from the containers.

29. HAZARD COMMUNICATION

- 29.1. In accordance with PEPPER CONSTRUCTION's Hazard Communication Program, all hazardous material containers must be properly labeled. Every SUBCONTRACTOR must supply a Safety Data Sheet (SDS) to the PEPPER CONSTRUCTION site Superintendent at least seven (7) days before introducing a hazardous material to the jobsite. A list of the hazardous materials used on the jobsite by the SUBCONTRACTOR will be maintained in the SUBCONTRACTOR'S file. An additional set will be maintained in PEPPER CONSTRUCTION's site job file.
- 29.2. The SUBCONTRACTOR must maintain their written HAZCOM Program at the jobsite, along with the training program utilized for their employees. Revision to this program must be provided when requested by the PEPPER CONSTRUCTION Site Superintendent or Safety Department.
- 29.3. The SDS must be maintained on the job site. A copy of the PEPPER CONSTRUCTION HAZCOM Program may be obtained from PEPPER CONSTRUCTION.
- 29.4. All chemicals on site will be stored in their original or approved containers with a proper label attached. Any container not properly labeled should be given to the Contractor Supervisor for labeling or proper disposal.
 - 29.4.1. Immediate use means that the hazardous chemical will be under the control of and used only by the person who transfers it from a labeled container and only within the work shift in which it is transferred.

30. HOUSEKEEPING

- 30.1. Our policy is "nothing hits the floor". All work operations shall be provided with appropriate trash receptacles for debris, scrap, cutoffs and packaging. All debris, especially combustible scraps and debris must be cleared from the building and work areas daily.
- 30.2. Daily housekeeping by each SUBCONTRACTOR is essential for maintaining a safe job site. SUBCONTRACTORS are responsible for housekeeping procedures in their respective work areas. The working definition for Daily Housekeeping at PEPPER CONSTRUCTION is as follows:
 - 30.2.1. All debris, especially combustible scraps and debris must be cleared from the building and work areas daily.
 - 30.2.2. Nails, wire ties, and other accessories shall be promptly removed from lumber or any other used lumber at the time of stripping or dismantling. If it is not practical to remove or bend nails in used lumber to avoid tripping hazards and nail traps, the lumber must be stacked for cleaning and re-use. Lumber must not be scattered.
 - 30.2.3. The work site, especially stairways and walkways, shall be kept clear of obstructions that may create tripping or other hazards.
 - 30.2.4. Tools must be stored in toolboxes. If laid aside temporarily, the tools must be placed where they will not present a hazard. Tools must not be placed in a position to fall on someone at a lower level.
 - 30.2.5. All construction materials and supplies stored neatly in designated areas.

30.2.6. Floors shall be swept daily using wax based sweeping compound to remove accumulated construction dust.

30.2.7. All materials shall be stored on carts, pallets or the like to allow movement and better organization and containment of such materials.

30.3. SUBCONTRACTOR's failure to maintain their work areas as required or directed will result in PEPPER CONSTRUCTION performing this clean-up. The cost for this activity will not be negotiable, based on our SUBCONTRACT AGREEMENT with the respective firm.

31. INDOOR AIR QUALITY - In general, the use of gas powered equipment is prohibited within the building structure. If no other feasible option, the contractor using said gas powered equipment must provide safeguards: such as, continuous CO air monitoring for the duration of the work in that same area, installation of scrubbers on the equipment used, local ventilation, or scheduling off hours.

32. LADDERS

32.1. All ladders must be used in strict accordance with the manufacturers and ANSI requirements.

32.2. Step and extension ladders shall be constructed of fiberglass and rated not less than Type IA. Metal ladders are prohibited.

32.3. Whether using portable, fixed, or job-made ladders, proper safety precautions must always be followed. Employees must always ascend or descend a ladder with three (3) points of contact.

32.4. Subcontractors must inspect their ladders daily; broken or damaged ladders will be removed from service immediately and destroyed.

32.5. Extension ladders cannot be separated for use as single units. Extension or straight single ladders must be properly secured at the top and if possible, the bottom. A minimum of thirty-six (36) inches is required above the top access point of an extension or straight ladder.

32.6. Documentation of ladder safety training must be provided at the request of the PEPPER CONSTRUCTION site Superintendent.

32.7. For work from ladders near an exposed edge or perimeter of the building or structure, where a worker could fall off the ladder and over the guardrail system, a positive means of fall protection, such as but not limited to personal fall arrest systems (PFAS), will be employed.

33. MASONRY CONSTRUCTION

33.1. A Limited Access Zone shall be established whenever a freestanding masonry wall is being constructed.

33.2. The Limited Access Zone shall be established before the start of the wall construction, equal to the height of the wall to be constructed plus four feet, run the entire length of the wall, and established on the side of the wall that will not have scaffold installed.

33.3. Limited Access Zone entry is restricted to employees who are actively engaged in the construction of the wall. No other employees shall be permitted to enter the zone.

- 33.4. The Limited Access Zone shall remain in place until the wall is adequately supported to prevent overturning. OSHA considers bracing as adequate support.
- 33.5. An engineered bracing design shall be used for all freestanding masonry walls over eight (8) feet in height to prevent overturning and collapse. Bracing shall remain in place until permanent supporting elements of the structure are in place.
- 33.6. All block and brick cutting activities that create the potential for respirable crystalline silica dust exposure shall use water as an engineering control. If it is determined by PEPPER that water cannot be used, all exposed employees shall wear approved respirators and the operation shall be located in an area where non-protected employees and the general public are not exposed to silica containing dust.

34. MATERIAL HANDLING

- 34.1. Materials shall not be stored outside of designated construction areas.
- 34.2. Sheet materials (ex: drywall, plywood, oriented strand board, hardboard, fiberboard, overlay plywood) and doors shall not be stored on edge or on drywall carts.
- 34.3. Loading of drywall carts shall be limited to the manufacturers rated weight capacity.
- 34.4. Metal banding shall not be used for concrete formwork. Acceptable means include poly or nylon.
- 34.5. Material Handling for Multi-Story Structures
 - 34.5.1. The practice of swinging or pulling a suspended load into a building by any method is strictly prohibited. This practice places employees, equipment, and the structure at substantial and unnecessary risk. This operation must be analyzed in the site-specific safety plan.
 - 34.5.2. Proper loading systems including, but not limited to, are: material/man hoists, platform lifts, landing platforms or lookouts.
 - 34.5.3. If guardrails are removed on landing platforms, lookouts or hoists, personal fall protection must be provided for exposed employees. Additionally, if guardrails are removed, flagging must be installed to warn of fall hazard or unprotected edge condition. Subcontractor who removed guardrails shall reinstall guardrails upon completion of material handling activities.
- 34.6. Free-Rigging is prohibited: Free rigging is the direct attachment to or placement of rigging equipment (slings, shackles, rings, etc.) onto the tines of a powered industrial truck for a below-the-tines lift. This type of lift does not use an approved lifting attachment.
- 34.7. Personnel are strictly forbidden from riding on material hoisting equipment at any time.

35. MOTORIZED EQUIPMENT

- 35.1. All motorized equipment that has limited or obstructed view by the operator during reverse or backing up movement, must have a back-up alarm installed and operating. This includes skid steer equipment.
- 35.2. All operators of motorized equipment/machinery must wear seatbelts if said equipment has been manufactured with one.
- 35.3. All equipment operators must shut down their engines during the refueling process. Fire extinguisher(s) must be readily available during refueling, located within twenty-five (25) feet of lateral distance.
- 35.4. Only authorized person's licensed and certified as required by local, state or federal mandates, shall operate machinery, equipment, tools or vehicles.
- 35.5. No riders on machinery or equipment without proper seating accommodations. Riders in trucks are to be seated while the vehicle is moving.
- 35.6. A flag person must be used to direct the backing up of a vehicle in any congested or noisy area. Any flag person exposed to vehicular traffic must be properly trained and certified for this task and must always wear a reflective vest.
- 35.7. The use of a mobile phone while operating any power-industrial trucks or power- industrial equipment and earth moving equipment is strictly prohibited.

36. TRANSPORTATION OF PERSONNEL

- 36.1. Transportation of persons in the back of pick-up trucks is prohibited.
- 36.2. No person will be permitted to ride with arms or legs outside of a vehicle body, in a standing position on the body, on running boards, seated on side fenders, cabs, cab shields, bed of the truck or on the load.
- 36.3. The number of passengers in passenger-type vehicles shall not exceed the number that can be seated
- 36.4. Trucks used to transport personnel shall be equipped with a securely anchored seating arrangement, a rear end gate, and guardrail. Steps or ladders, for mounting and dismounting, shall be provided.
- 36.5. All tools and equipment shall be guarded, stowed, and secured when transported with personnel.
- 36.6. Vehicles transporting personnel shall not be moved until the driver has ascertained that all persons are seated and the guardrails and rear end gates are in place or doors closed.
- 36.7. Getting on or off any vehicle while it is in motion is prohibited.

37. PERSONAL PROTECTIVE EQUIPMENT

- 37.1. SUBCONTRACTORS are responsible for providing their employees with all necessary PPE.
- 37.2. Clothing - Appropriate clothing must be worn at all times. Clothing must consist of long pants and a shirt that covers the shoulders with a minimum 4" sleeve. Clothing must not be torn and

must be free of offensive sayings or pictures. Loose clothing, shorts, athletic shoes, or sleeveless shirts are not permitted on the jobsite. Jewelry of any kind is strongly discouraged on the jobsite. The risk of becoming “caught on” or “caught in” increases substantially when necklaces, dangling jewelry, or rings are worn.

37.2.1. High Visibility Clothing

37.2.1.1. Flaggers and workers exposed to hazards posed by vehicles, earth moving equipment, extendable boom forklifts and cranes shall wear high visibility reflective clothing. High visibility clothing is defined as reflective and fluorescent vests or shirts that workers should wear to make them more visible when working near traffic and heavy equipment, in all light conditions, day and night. The following guidelines shall be used for selection of high visibility clothing:

37.2.1.2. ANSI Class 1 garment: For workers that are separated from vehicular traffic that does not exceed 25 miles per hour; where background settings and worker tasks are not complex.

37.2.1.3. ANSI Class 2 garments: Necessary for greater visibility during inclement weather; where work background is more complex and is close to moving traffic and vehicles; workers’ attention will likely be diverted from traffic traveling at speeds from 25 to 50 miles per hour.

37.2.1.4. ANSI Class 3 garments: Traffic speed is greater than 50 miles per hour; worker must be conspicuous and identifiable as a person through the full range of body motions at a minimum of 1,280 feet.

37.2.1.5. At the discretion of Pepper Construction, projects may require high visibility clothing 100% of the time.

37.3. Footwear - Construction workers and visitors are required to wear a well-constructed hard sole, closed-toe work shoe.

37.4. Gloves – Appropriate hand protection is required when employees’ hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes. Leather and cotton gloves are not considered cut resistant.

37.5. Hard Hats - Approved hard hats must be worn on the job site at all times. SUBCONTRACTORS are not allowed to work without hard hats. PEPPER CONSTRUCTION will not provide loaner hard hats to SUBCONTRACTOR’s employees.

37.6. Hearing Protection - Appropriate hearing protection must be utilized for the anticipated noise levels encountered. The threshold for hearing protection is 90dBA.

- 37.7. Respirators - The use of some types of respirators requires a medical examination and documented fit testing. Documentation must be provided to PEPPER CONSTRUCTION and kept on file.
- 37.8. Eye Protection - The use of safety glasses with side shields or other suitable eye protection is required at all times. Additionally, face shields must be worn during the use of powder actuated tools, chop saws, partner saws, grinders, or for tasks that create flying debris that can strike the face.
- 37.9. Welding shields shall attach to hard hats.
- 37.10. Roofing - All workers involved with charging of roofing kettles shall wear task specific PPE. These items would include PPE that provides face/neck protection, suitable outer- wear and gauntlet gloves.

38. POWDER ACTUATED TOOLS

- 38.1. Only employees who have been trained in the operation of the particular tool in use shall be allowed to operate a powder-actuated tool.
- 38.2. All Personal Protective Equipment (PPE) required (including but not limited to eye protection, face protection, gloves and hearing protection) must be used during the operation of the tool. All live loads remaining in a used clip shall be discarded properly.
- 38.3. Proper disposal could include a container of water or other closed container that does not allow accidental detonation of unused loads.

39. PUBLIC PROTECTION - Construction activities attract the public. SUBCONTRACTORS must provide safety barriers, walkways, lighting, fences, and any other means necessary to protect the public from possible injury because of the SUBCONTRACTORS work. This must be part of the site-specific safety plan.

- 39.1. Construction work areas must be barricaded and/or posted with appropriate signage. At no time shall work be performed over persons or aisles without such barricades in place to prevent access.
- 39.2. Red barricade tape is to be used to enclose hazardous work areas. Entry into these areas is restricted to authorized personnel.
- 39.3. Yellow barrier tape shall be used to enclose areas where caution must be exercised.
- 39.4. When steel plates, wood planking or similar covers are located where there is pedestrian traffic or exposure, they shall be tapered on all sides with cutback, cold mix or similar material to eliminate tripping hazards. Covers will be non-slip in nature or have a non- slip surface.

40. RADIOS - Electronic entertainment devices are prohibited in the job site work area. Radios are permitted in the site trailer or office primarily for public notification of emergencies (such as weather, security alerts, etc.). Repeat violations of this policy will result in the appropriate discipline, up to and including removal from the jobsite.

41. SCAFFOLDING

- 41.1. Per OSHA 1926 requirements, any employee that uses, erects, or dismantles a scaffolding system must be trained in this task. SUBCONTRACTOR documentation of this training must be provided to PEPPER CONSTRUCTION upon request.
- 41.2. A scaffold tagging system shall be used to identify the status of each scaffold. Scaffold status should include the following categories: complete/all requirements met, complete/hazards noted, and/or incomplete do not use.
- 41.3. 1926.451 states that the employer shall have a competent person determine the feasibility and safety of providing fall protection for employees erecting or dismantling supported scaffolds. Pepper Construction Company supports this presumption that personal fall arrest systems are feasible.
- 41.4. The footings for scaffolding must be rigid, sound, and capable of carrying the load without settlement or displacement. Unstable objects such as barrels, boxes, loose brick, concrete blocks, or pieces of scrap lumber shall not be used to support scaffolding. Mudsills, base plates, and leveling jacks must be used.
- 41.5. Standard scaffolding, whenever feasible, shall have guardrails (top and mid rails) whenever the work platform is located at six (6) feet or greater above lower level. If X- brace pivot point is greater than thirty- eight (38) inches but less than forty-eight (48) inches above work platform, only a midrail is required. If X-brace pivot point is greater than twenty (20) inches but less than thirty (30) inches above the work platform only a top rail is required. All other scaffolding situations require guardrails per OSHA standards. All scaffolding that is less than forty-five (45) inches wide must have guardrails whenever the work platform is at forty-eight (48) inches or greater above lower level. This includes Perry and Baker-type scaffolds. Toe boards are required to provide for falling object protection, unless the area below is barricaded and be considered a limited access zone.
- 41.6. Work platforms must be fully planked, except during the erection and dismantling process. At that time, two planks or an eighteen (18) inch wide (minimum) work platform will be provided. Planks must be scaffold grade or documentation provided substantiating that plank material to be of equal or greater strength. This includes planking used by concrete contractors on forming systems. All planking of work platforms must be overlapped a minimum of twelve (12) inches or secured from movement with cleats. Scaffold planks shall extend over their end supports not less than six (6) inches or more than twelve (12) inches. Planks must be inspected before each use and cracked or damaged planks must be removed from service prior to use.
- 41.7. An access ladder or equivalent device, to allow safe access, must be provided for all scaffolding. If the fall distance exceeds 15', stair towers or internal ladder systems must be used. Safe access includes a gate, chains or other barriers that eliminate fall hazards after platform is accessed.
- 41.8. All diagonal bracing must be in place and secure. Braces do not take the place of mid and top rails (except as noted above.)

- 41.9. The scaffold system must be tied to and securely braced against the structure per the minimum requirements of the OSHA standard. If the scaffolding system is to be enclosed for wind or weather protection, it must be designed by a competent person to withstand the additional loads.
- 41.10. When work is to be completed in stairwells rolling scaffolds shall not be used.
- 41.11. Narrow frame scaffolds (Perry/baker type), are not designed to support additional pick boards, walk boards, or scaffold planks. This practice is not allowed.
- 41.12. Training, inspection procedures, maintenance, and operation of self-propelled mobile scaffolds must comply with the manufacturer's requirements and documentation. This documentation must be provided when requested by the PEPPER CONSTRUCTION Safety Department or site Superintendent.
- 41.13. Outriggers or stabilizers must be used, as required, by the manufacturer, guardrails in place and access gates closed while unit is in use.
- 41.14. Minimum safe distances from energized power lines must be maintained at all times (refer to the site specific safety plan).
- 41.15. Manually Propelled Mobile Scaffolds - All casters shall be provided with a positive locking device to prevent scaffolding from rolling. Platforms will be tightly planked for their full width. The floor or work surface must be free from voids, holes, or obstructions. The height of rolling scaffolds must not exceed four (4) times the shortest base dimension.
- 41.16. Two-Point Suspension Scaffolds - The roof iron or hooks shall be of proper size, design, and material. Installation must be secure and anchored properly under the supervision of a trained, competent person. Tiebacks shall serve as a secondary means of anchorage installed at right angles to the face of the structure and secured to a structurally sound element of the building. All employees must be trained in the hazards associated with suspended scaffolding, as well as the controls necessary to eliminate each hazard. Fall protection systems must be used in conjunction with suspended scaffolds.

42. SCISSORS AND AERIAL LIFTS

- 42.1. Scissors and Aerial Lifts may not be "field modified" for uses other than those intended by the manufacturer unless the manufacturer has certified the modification in writing.
- 42.2. All lifts shall be inspected before use. Any deficiencies or equipment in need of repair shall be reported to the subcontractors Superintendent or Foreman before use. If any equipment is in need of repair, the equipment shall not be used until authorization is received from the subcontractors Superintendent or Foreman. Equipment in need of repair shall be tagged out until serviced. Inspection documentation shall be maintained with each piece of equipment for review.

- 42.3. Employees shall always stand firmly on the floor of the basket or platform, and shall not sit or climb on the edge or rails of the basket or use planks, ladders, or other devices for a work position.
- 42.4. Lifts shall not be loaded in excess of the designed working load. Lifts are designed for lifting personnel and small hand tools. Lifts are not to be used in lieu of a crane. Aerial lifts shall not be used to transport construction materials.
- 42.5. Operator must have documented proof of training (available upon request) and use equipment as intended.
- 42.6. Lifts must not be field altered and must use only engineered attachments approved by the manufacturer. It is highly recommended that operator of lift does not work alone.

43. UTILITIES - Equipment operators and truck drivers must be cautioned not to operate closer than recommended distances from overhead or underground electrical wires. If work is required near these utilities, the SUBCONTRACTOR must consult with the PEPPER CONSTRUCTION site Superintendent about alternative action plans. Whenever the SUBCONTRACTOR undertakes excavation work, it is their responsibility to contact the appropriate one call locating services. Work may not start until these dig numbers have been submitted to the PEPPER CONSTRUCTION site Superintendent and the schedule of excavation approved.

44. VISITORS - Any person not directly involved with the on-site construction of this Project shall not enter the site without first going to PEPPER CONSTRUCTION's job office and signing a visitor's release and obtaining a hard hat and safety glasses which is to be returned to PEPPER CONSTRUCTION. Visitors must be accompanied at all times by a person that has attended site orientation, is responsible for that (person/group) visitor on site and is familiar with the PEPPER CONSTRUCTION Site Safety Plan. All visitors must wear required PPE items such as hardhats, safety glasses, well-constructed hard sole, closed-toe work shoe and long pants. Visitors must not enter Construction or Restoration areas wearing shorts, skirts, open toed-shoes or high-heels. Visitors must sign-out when leaving the project. Note: Contractors are responsible and must accompany at all times equipment repair vendors brought on site.

45. WELDING AND CUTTING

- 45.1. When necessary to provide protection for other employees and materials, screens or shields must be used where it is feasible.
- 45.2. All equipment used for welding and cutting including welding cables, gas cylinders, regulators and gauges, hoses, and torch sets shall be inspected each day before use.
- 45.3. Flash back arrestors shall be installed at the oxy-acetylene regulators in addition to the required torch head protection.
- 45.4. Valve protection caps shall always be in place except where cylinders are in use or connected for use. Regulators and hoses will be removed at the end of the work shift.

- 45.5. Compressed gas cylinders will not be stored inside of any structure – this includes gang boxes, storage trailers and similar closed spaces.
- 45.6. Personal Protective Equipment – Head and eye protection must always be worn. Hard hats with eye and face protection for welding applications. Safety glasses with side shields or goggles are required when chipping or grinding a work piece if not wearing a welding helmet. All fabric garments must be resistant to spark, heat, and flame. Respiratory Protection is needed when ventilation is not sufficient to remove welding fumes or when there is risk of oxygen deficiency. Suitable welding gloves are required.
- 45.7. Welding fume extractors must be used for all hot work in occupied facilities to prevent the spread of fumes and smoke. Local exhaust ventilation shall consist of freely movable hoods intended to be placed by the welder or burner as close as practicable to the work. This system shall be of sufficient capacity and so arranged as to remove fumes, smoke at the source, and keep the concentration of them in the breathing zone within safe limits as defined in OSHA 1926 Subpart D.
- 45.8. For all welding and cutting operations, keep 35' clear of combustibles in all directions.
- 45.9. Shield combustible flooring with wet sand, fire retardant tarpaulins or sheet metal. Clean the area of oily deposits and trash. Cover any storage or other combustibles that cannot be moved away. It is the responsibility of the SUBCONTRACTOR to provide, install and maintain welding blankets when conditions warrant their use. Block off any duct openings where sparks can spread.