Exhibit C - Non-CCIP

Pepper Construction Company of Ohio, LLC

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

PEPPER CONSTRUCTION COMPANY OF OHIO, LLC

Owner
Architect

CERTIFICATE HOLDER:

PEPPER CONSTRUCTION COMPANY OF OHIO, LLC
Attention:

EXPERIENCE MODIFICATION RATING (EMR):

PEPPER CONSTRUCTION COMPANY OF OHIO, LLC ("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

Exhibit C - Non-CCIP

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; Shoring/Underpinning; Soil Stabilization; Special Foundations/Caissons; and Steel. 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) Admitted insurers that maintain an A.M. Best's rating of not less than A-/VIII.

B. WORKER'S COMPENSATION including Employers' 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.

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 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 an endorsement or other policy provision providing for a modified definition of occurrence establishing faulty workmanship as an occurrence; this includes but is not limited to Work done in the States of Delaware, Illinois, Iowa, Kentucky, Montana, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, West Virginia, and the District of Columbia.

   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.

   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.

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' 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 of Ohio, LLC jobsites. Additional Insureds: Pepper Construction Company of Ohio, LLC and all others identified at **Exhibit C** of the Subcontract Agreement."*

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 occurrence, 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 microbial matter, silica, mold, bacteria, and fungi. 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 and loss of damage to, 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.

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 LIABILTY 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 others, (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 **$100,000** insuring Subcontractor's proper performance of its Design Services. The Professional Liability policy shall be maintained without interruption for no less than there (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;
   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, 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 the 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 CG20 01** or equivalent. This waiver shall apply to all first-party Property, Equipment, Vehicle, 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.

SAMPLE JOB SPECIFIC CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) xx/xx/xx

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

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

PRODUCER	CONTACT NAME: INSURANCE CONTACT INFO
INSURANCE BROKER'S NAME ADDRESS CITY, STATE, ZIP CODE YOUR AGENT'S PHONE NUMBER	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PLEASE INCLUDE EMAIL, PHONE # AND FAX # PRODUCER CUSTOMER ID #:
INSURED	INSURER(S) AFFORDING COVERAGE — NAIC #
SUBCONTRACTOR'S NAME ADDRESS YOUR CITY, STATE, ZIP	INSURER A : INSURANCE COMPANY INFO INSURER B : INSURANCE COMPANY INFO INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	YOUR POLICY # Disclose: SIR, Retention, or Deductible amount	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OR All Owned, Scheduled, Hired, and Non-Owned ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		YOUR POLICY #	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $	X		EITHER $1M OR $5M MAJOR TRADES YOUR POLICY #	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	YOUR POLICY #	XX/XX/XX	XX/XX/XX	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

NOTE: IF YOU ARE AN OHIO SUBCONTRACTOR, PLEASE PROVIDE WITH YOUR CERTIFICATE, YOUR CURRENT BUREAU OF WORKER'S COMP CERTIFICATE

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

JOB #, JOB NAME, LIST "ALL ADDITIONAL INSUREDS" AS INSTRUCTED ON PAGE 1 OF EXHIBIT C INSURANCE REQUIREMENTS

CONTRACTORS POLLUTION: (Must indicate includes Mold) Needs to be $1m each occurrence/$1m Aggregate for: Drywall/Insulation, MEP, (including HVAC, Plumbing, Sprinkler) & Excavation. **NOTE:** Electrical needs to have Pollution/Mold coverage if they are trenching outside building for job specific COI's

CERTIFICATE HOLDER

PEPPER CONSTRUCTION COMPANY OF OHIO, LLC 5185 Blazer Parkway, Suite 101 Dublin, OH 43017

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MUST CONTAIN AUTHORIZED REPRESENTATIVE'S NAME (DOES NOT HAVE TO BE SIGNED)

Note: Additional Insured Endorsement CG 2010 can be edition 10/01, 07/04, 04/13 or equivalent

POLICY NUMBER: INCLUDE POLICY NUMBER

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Pepper Construction Company of Ohio, LLC and those listed on the subcontract agreement. OR List each additional insured per Exhibit C Insurance Requirements.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Note: Additional Insured Endorsement CG 2037 can be edition 10/01, 07/04, 04/13 or equivalent

POLICY NUMBER: INCLUDE POLICY #

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Pepper Construction Company of Ohio, LLC and those listed on the subcontract agreement. OR List each additional insured per Exhibit C Insurance Requirements.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

BWC SAMPLE

Ohio | Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

[redacted]

Period Specified Below

07/01/2013 Thru 02/28/2014

[redacted]

ohiobwc.com

Stephen Buehrer
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

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Ohio | Bureau of Workers' Compensation

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DP-29 BWC-1629 7/7/08

SAMPLE BLANKET CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): xx/xx/xx

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

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

PRODUCER	CONTACT NAME: INSURANCE CONTACT INFO
INSURANCE BROKER'S NAME ADDRESS CITY, STATE, ZIP CODE YOUR AGENT'S PHONE NUMBER	PHONE (A/C, No, Ext): / FAX (A/C, No): E-MAIL ADDRESS: PLEASE INCLUDE EMAIL, PHONE # AND FAX # PRODUCER CUSTOMER ID #:
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
SUBCONTRACTOR'S NAME ADDRESS YOUR CITY, STATE, ZIP	INSURER A : INSURANCE COMPANY INFO INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X	X	YOUR POLICY # Disclose: SIR, Retention, or Deductible amount	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $
	AUTOMOBILE LIABILITY OR: "All-Owned, Scheduled, Hired, and Non-Owned X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		YOUR POLICY #	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $ $
	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $	X		EITHER $1M OR $5M MAJOR TRADES YOUR POLICY #	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE $ 5,000,000 AGGREGATE $ 5,000,000 $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	YOUR POLICY #	XX/XX/XX	XX/XX/XX	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000
	NOTE: IF YOU ARE AN OHIO SUBCONTRACTOR, PLEASE PROVIDE WITH YOUR CERTIFICATE, YOUR CURRENT BUREAU OF WORKER'S COMP CERTIFICATE						

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

ALL WORK PERFORMED BY (SUBCONTRACTOR'S NAME) FOR ALL PEPPER CONSTRUCTION COMPANY OF OHIO, LLC JOBSITES.
ADDITIONAL INSUREDS: PEPPER CONSTRUCTION COMPANY OF OHIO, LLC AND ALL OTHERS INDENTIFIED IN THE SUBCONTRACT AGREEMENT.

CONTRACTORS POLLUTION: (Must indicate includes Mold): Needs to be $1m each occurrence/$1m Aggregate for: Drywall/Insulation, MEP, (including HVAC, Plumbing, Sprinkler) & Excavation

CERTIFICATE HOLDER

PEPPER CONSTRUCTION COMPANY OF OHIO, LLC
5185 Blazer Parkway, Suite 101
Dublin, OH 43017

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MUST CONTAIN AUTHORIZED REPRESENTATIVE'S NAME
(DOES NOT HAVE TO BE SIGNATURE)

Note: Additional Insured Endorsement CG 2010 can be edition 10/01, 07/04, 04/13 or equivalent

POLICY NUMBER: INCLUDE POLICY #

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Pepper Construction Company of Ohio, LLC and all others as required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Note: Additional Insured Endorsement CG 2037 can be edition 10/01, 07/04, 04/13 or equivalent

POLICY NUMBER: INCLUDE POLICY # COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Pepper Construction Company of Ohio, LLC and all others as required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

BWC SAMPLE

Ohio | Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

[redacted]

Period Specified Below

07/01/2013 Thru 02/28/2014

[redacted]

ohiobwc.com

Stephen Buehrer
Administrator/CEO

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