

Exhibit C
Pepper Construction Company of Ohio – Subcontractor Insurance Requirements

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 insurance section, major trades include: 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; (collectively, "Major Trades").

- 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, Federal Employers' Liability Act 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") insurance for all Trades 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 \$2,000,000 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.

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.

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 Exclusions must be deleted when applicable to operations performed by the 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 Trades and \$1,000,000 for all other trades. 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 Automobile insurance, and Employers' Liability insurance as required in the Subcontract. 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 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.
- 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 for at least the following types of Subcontractors: building enclosure systems, drywall/insulation, MEP (including but not limited to HVAC, plumbing, sprinkler), and excavating. Policy shall include affirmative mold coverage. The policy must include the parties listed in this **Exhibit C** 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 five (5) 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.
- G. ADDITIONAL INSURED: The Subcontractor's CGL and Umbrella Liability policies must include the parties listed in **Exhibit C** 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.

Exhibit C
Pepper Construction Company of Ohio – Subcontractor Insurance Requirements

- H. 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 TRANSMITTED 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.
- I. Subcontractor's required insurance shall apply separately to each **Additional Insured**.
- J. 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.
- K. 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.
- L. Subcontractor will be responsible for any deductible or self-insured retention under its insurance policies.
- M. 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.
- N. 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** require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Subcontractor will cause them to be so endorsed. This waiver shall apply to all first party Property, Equipment, Vehicle and Workers' Compensation claims (unless prohibited under applicable state statutes), and all third party liability claims.
- O. Limits under the Commercial General Liability, Business Auto Liability, and Employer's Liability policies can be obtained by any combination of primary and excess coverage.

Pepper Construction Indemnification Requirements

To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless PEPPER, the Owner, Architect and others required in the Contract Documents and their agents, invitees and other employees, from and against all claims (alleged or proven and not limited to third party claims), damages, costs, losses and expenses, including but not limited to attorneys' fees ("Claims"), arising out of this Subcontract Agreement, including but not limited to claims, damages, costs, losses and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom. This indemnification shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts and shall survive Completion and final payment of this Subcontract.



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	INSURANCE BROKER'S NAME ADDRESS CITY, STATE, ZIP CODE YOUR AGENT'S PHONE NUMBER	CONTACT NAME: INSURANCE CONTACT INFO 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 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input checked="" type="checkbox"/> 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) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X YOUR POLICY #	XX/XX/XX	XX/XX/XX	WC STATUTORY LIMITS OTHER 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)

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**CANCELLATION**

Pepper Construction Company of Ohio, LLC
495 Metro Place South, Suite 350
Dublin, OH 43017

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)

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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
<p>Pepper Construction Company of Ohio, LLC and those listed on the subcontract agreement. OR List each additional insured per Exhibit C Insurance Requirements.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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
<p>Pepper Construction Company of Ohio, LLC and those listed on the subcontract agreement. OR List each additional insured per Exhibit C Insurance Requirements.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

OhioBWC - Employer - Service: (Payroll reports) - Certificate

Page 1 of 1

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

ohiobwc.com



Stephen Bucher
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.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the certificate of premium payment.

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	INSURANCE BROKER'S NAME ADDRESS CITY, STATE, ZIP CODE YOUR AGENT'S PHONE NUMBER	CONTACT NAME: INSURANCE CONTACT INFO PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: PLEASE INCLUDE EMAIL, PHONE # AND FAX # PRODUCER CUSTOMER ID #:
		INSURER(S) AFFORDING COVERAGE NAIC #
INSURED	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						
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			YOUR POLICY #	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE \$ 1,000,000
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	XCU Coverage Included	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Disclose: SIR, Retention, or Deductible amount			MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	<input type="checkbox"/>				GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/>	PRO-JECT						PRODUCTS - COMP/OP AGG \$ 1,000,000
<input type="checkbox"/>	LOC						\$
	AUTOMOBILE LIABILITY						
<input checked="" type="checkbox"/>	ANY AUTO			YOUR POLICY #	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
							\$
							\$
<input checked="" type="checkbox"/>	UMBRELLA LIAB			YOUR POLICY #	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE \$ 5,000,000
<input checked="" type="checkbox"/>	EXCESS LIAB	<input checked="" type="checkbox"/>					YOUR POLICY #
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A	YOUR POLICY #	XX/XX/XX	XX/XX/XX	WC STATUTORY LIMITS \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 INSURED: PEPPER CONSTRUCTION COMPANY OF OHIO, LLC AND ALL OTHERS IDENTIFIED 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**CANCELLATION**

PEPPER CONSTRUCTION COMPANY OF OHIO, LLC
495 Metro Place South, Suite 350
Dublin, OH 43017

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)

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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
<p>Pepper Construction Company of Ohio, LLC and all others as required by written contract.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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
<p>Pepper Construction Company of Ohio, LLC and all others as required by written contract</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

OhioBWC - Employer - Service: (Payroll reports) - Certificate

Page 1 of 1

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

ohiobwc.com



Stephen Bucher
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.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the certificate of premium payment.

DP-29 BWC-1629 7/7/08