

Minimum Insurance Requirements – EPC Subcontractors

Note: The below minimum insurance requirements are provided for illustrative purposes and are subject to change at any time and at the sole discretion of Pine Gate Renewables, LLC. All specific and applicable insurance thresholds and requirements would be finalized per project and included within a final and fully executed contract.

Subcontractors – Please attach your company’s sample Certificate of Insurance (including dollar amounts) with your company’s prequalification registration form. An example COI has been provided at the end of this document for your reference.

Required Subcontractor Insurance Coverage:

Before commencing Work, Subcontractor shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where Work will be performed by Subcontractor. Such insurance and required coverage in forms acceptable to Company shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A-VII, unless otherwise approved by Company. The insurance coverages described below shall be maintained uninterrupted for the duration of the work contracted under this agreement until all work has been completed under the agreement, and for a minimum of three (3) years thereafter as noted below, and shall protect Subcontractor, and others for whom and/or to whom Subcontractor may be liable, for liabilities in connection with Work performed by or on behalf of Subcontractor, its agents, representatives, employees or subcontractors. Subcontractor shall bear the risk of and be responsible for paying for losses not covered by such insurance, including uninsured losses. Subcontractor shall be responsible for meeting all terms and conditions of the policies including claims reporting, claims adjustments with carrier and other provisions of the policies.

A. Insurance Requirements:

1. Commercial General and Umbrella Liability Insurance.

- (a) Subcontractor shall secure, pay for and maintain commercial general liability (“CGL”) and, if necessary, commercial umbrella insurance, with a limit of not less than \$5,000,000 per occurrence, bodily injury or property damage liability; \$5,000,000 per occurrence, personal and advertising injury liability; \$5,000,000 products-completed operations aggregate; and \$5,000,000 general aggregate applicable to claims other than products-completed operations. To the extent that Subcontractor’s CGL and any commercial umbrella insurance are subject to aggregate limits, the policy shall be endorsed to apply such aggregate limits separately to the Project.

- (b) Coverage afforded under Subcontractor's CGL and any commercial umbrella insurance shall be provided on an occurrence basis. There shall be no limitations or exclusions of coverage beyond those contained in industry standard coverage forms and coverage shall include liability arising from premises, operations, independent contractors, products-completed operations including contractual liability or personal injury and advertising injury.
 - (c) Company, its officers, directors and employees and Owner shall be included as additional insureds under Subcontractor's CGL, and any commercial umbrella insurance, with respect to liabilities arising out of both the ongoing and completed operations of Subcontractor.
 - (d) Additional insured coverage afforded by Subcontractors CGL, and any commercial umbrella insurance, shall be primary and non-contributory with respect to any insurance or self-insurance available to Company or Owner. Any other insurance or self-insurance maintained by Company or owner shall be excess of, and non-contributory with, the coverage afforded by Subcontractors CGL and commercial umbrella insurance, if any.
 - (e) In addition to procuring and maintaining CGL, and any commercial umbrella insurance, for the duration of the Subcontract, Subcontractor agrees to maintain, and annually provide Owner proof of renewal, the products-completed operations liability insurance coverage for a minimum of three (3) year(s) after the date that the Work is substantially complete. All terms and conditions of such coverage shall be maintained during this completed operations period, including the required coverage limits and the requirement to provide Company and Owner with coverage as an additional insured for completed operations.
2. Commercial Automobile and Umbrella Liability Insurance. Subcontractor shall secure, pay for and maintain automobile liability and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, (if any), hired, non-owned or otherwise operated or used by or on behalf of Subcontractor.
3. Workers' Compensation and Employers Liability Insurance.
- (a) Subcontractor shall secure, pay for and maintain workers' compensation coverage providing statutory requirements. Subcontractor shall additionally maintain employer's liability insurance, and if necessary, commercial umbrella insurance, with a limit of not less than: \$1,000,000, bodily injury by accident - each accident; \$1,000,000, bodily injury by disease-policy limit; and \$1,000,000, bodily injury by disease each employee. 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 must provide coverage in the state where the Project is located.

- (b) Where applicable, evidence of coverage shall be required for U.S. Longshore and Harbor workers Compensation, Maritime coverage, Federal Employer's Liability Act and other unique exposures requiring endorsement of coverage.

4. Contractors Pollution Liability Insurance.

- (a) Required only if Subcontractor's scope of services include the remediation, treatment, handling, storage or disposal of waste or hazardous materials on or about the project site, as determined by Company. If required, Subcontractor shall secure, pay for and maintain Contractors Pollution Liability coverage with a limit of not less than \$1,000,000 per occurrence, \$1,000,000 annual aggregate. Coverage shall apply to the scope of Work as described under the Contract including transportation and off-site disposal and shall include coverage for bodily injury; property damage, including loss of use of damaged property or property that has not been physically injured; natural resource damages; clean-up costs; mold; defense and investigative costs. Subcontractor shall maintain, and annually provide Owner proof of renewal, Completed Operations coverage for three (3) years following final acceptance of the project or termination of the Subcontract.
- (b) If the scope of services in the Subcontract require the Subcontractor to provide professional services associated with arranging for, or brokering of, hazardous material or construction and demolition (C&D) wastes off the job site, Subcontractor must amend the Contractors Pollution Liability policy to include coverage to address this scope of Work.
- (c) If any of the aforementioned insurance policies are written on a claims made basis, the Subcontractor warrants that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of three (3) years beginning from the time the Work under this Subcontract is completed.

5. Pollution (Environmental) Liability Insurance.

- (a) Required only if Subcontractor's scope of services involves disposal, reclamation, or recycling of waste or hazardous materials off-site, as determined by Company. If required, Subcontractor shall secure, pay for and maintain pollution (environmental) liability coverage with a limit of not less than: \$1,000,000 per incident, \$1,000,000 policy aggregate for hazardous waste disposal, reclamation, or recycling services, and \$1,000,000 per incident, \$1,000,000 for all other

disposal, reclamation, or recycling facilities. Such coverage shall include clean-up costs, defense costs and products and completed operations.

- (b) If the scope of services in the Subcontract requires the disposal of any hazardous materials or construction and demolition (C&D) wastes off the job site, Subcontractor must also obtain evidence that the disposal Site operator maintains Pollution Legal Liability Insurance with coverage for: (i) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (ii) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (iii) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages. (iv) pollution conditions on, at, under or emanating from any disposal site, location or facility, used by or on behalf of the disposal facility of any waste or waste materials relating to the performance of the Work. The disposal Site operator's Pollution Liability Policy will apply to losses arising from the facility that is accepting the waste under the Subcontract. Minimum limits of Insurance for this policy shall be \$1,000,000 each incident / \$1,000,000 policy aggregate.
- (c) Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this Subcontract, and coverage is continuously maintained during all periods in which Subcontractor accepts or treats waste or hazardous materials generated from Company's projects and for a period of one (1) year thereafter.

6. Professional Liability Insurance.

- (a) Required only if Subcontractor's scope of services include architectural, engineering, professional consulting or construction management. If required, Subcontractor shall secure, pay for and maintain Professional (PL) or Errors and Omissions (E&O) liability coverage with a limit of not less than \$2,000,000 each wrongful act, \$2,000,000 policy aggregate.
- (b) Coverage shall include liability arising from the errors, omissions or acts of the Subcontractor or any entity for which the Subcontractor is legally responsible in the providing of professional services under the Subcontract. Throughout the term the Subcontract, the PL/E&O policy shall include full prior acts coverage as of the commencement of subcontractor's professional activities. Coverage shall be continuously maintained, and Subcontractor shall annually provide Owner proof of renewal, during the term of this Subcontract and for a period of three (3) years following final acceptance of the Project or termination of the Subcontract.

(c) Coverage shall not include any exclusion or other limitations related to:

- (i) Scope of the professional services
- (ii) Delays in project completion and cost overruns
- (iii) Who is authorized to notify the carrier of a claim or potential claim
- (iv) Mold, fungus, asbestos, pollutants or other hazardous substances

(d) Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this Subcontract, and coverage is continuously maintained during all periods in which Subcontractor performs professional services for Company, and for an additional period of two (2) years after termination of this Subcontract or the last date such services are performed, whichever comes later. If Subcontractor's scope of Work includes environmental engineering or consulting, the terms of coverage shall not exclude environmental professional services.

7. Watercraft Liability Insurance.

- (a) If watercraft of any kind is used by the Subcontractor, Watercraft Liability Insurance shall be maintained including: (i) bodily injury; (ii) property damage; and (iii) passenger liability.
- (b) Limit of Liability: Combined Single Limit (Bodily Injury and Property Damage), \$1,000,000 each occurrence.
- (c) Protection and Indemnity Insurance to include Jones Act crew coverage (or at least Maritime Employer's Liability("MEL")), collision, tower's liability and wreck removal coverage, on a form providing coverage no less extensive than that afforded in the P & I SP-23 form (revised 1/56), including a pollution buy-back endorsement.

8. Aircraft Liability Insurance.

- (a) If aircraft (including drones) of any kind is used by the Subcontractor, Aircraft Liability Insurance shall be maintained including: (i) bodily injury; (ii) property damage; and (iii) passenger liability.
- (b) Limit of Liability: Combined Single Limit (Bodily Injury and Property Damage and Passenger Liability), including hull physical damage insurance for the full replacement cost of each aircraft used in the Work. Such Aircraft Liability and Hull Coverage shall include a waiver of subrogation against Company and all others required by this Subcontract to be additional insureds. \$100,000 per seat; \$1,000,000 per occurrence.

B. Additional Provisions:

1. Deductibles and Self-insured Retentions. The funding of deductibles and self-insured retentions maintained by Subcontractor shall be the sole responsibility of Subcontractor, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving Company or Owner as an additional insured. Any self-insured retentions in excess of \$5,000 are prohibited without the written consent of Company.
2. Primary / Non-Contributory. Subcontractor's required insurance coverage shall be primary insurance, and any insurance or self-insurance maintained by Company or Owner shall be excess of and non-contributory with Subcontractor's insurance.
3. Severability of Interest. Except with respect to the limits of insurance, Subcontractor's required insurance shall apply separately to each insured or additional insured.
4. Waiver of Subrogation. Subcontractor agrees to waive all rights of subrogation against Company, Owner and any of their subcontractors, suppliers, and subsidiaries, and shall cause each of its subcontractors to waive all rights of subrogation against Company, Owner and any of their subcontractors, suppliers, and subsidiaries, their agents and employees, as respects loss, damage, claims, suits or demands, howsoever caused:
 - (a) To real or personal property, vehicles, equipment, tools, etc. owned, leased or used by Subcontractor or Subcontractor's employees, agents or sub-subcontractors; and
 - (b) To the extent such loss, damage, claims, suits or demands are, or should be, afforded coverage by the Subcontractor's required insurance or any other insurance (except professional liability to which this requirement does not apply) maintained by the Subcontractor. 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.
 - (c) This waiver shall apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Subcontractor.
 - (d) Subcontractor agrees to have each of the required insurance policies endorsed to provide waivers of subrogation in favor of Company, Owner and as required hereunder. Subcontractor further agrees to hold harmless and indemnify Company, Owner and any of their subcontractors, suppliers, affiliates, and subsidiaries, for any loss or expense incurred as a result of Subcontractor's failure to obtain such waivers of subrogation from the insurers.

5. Notice of Cancellation / Nonrenewal. Subcontractor's insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days prior written notice has been given to Company and to each other additional insured to whom a certificate of insurance has been issued; provided, however, that a ten (10) day prior notice requirement may apply in the event of cancellation due to nonpayment of premium.
6. Verification of Coverage.
 - (a) Prior to commencing Work, Subcontractor shall furnish Company with certificate(s) of insurance executed by a duly authorized representative of each insurer, as evidence of compliance with the insurance requirements set forth above. Such certificates of insurance shall be accompanied by copies of endorsements evidencing coverage afforded to Company and Owner as additional insured, and endorsements reflecting insurer's concurrence with Subcontractor's waiver of subrogation rights against Company, Owner and any of their subcontractors, suppliers, and subsidiaries. Renewal certificates are to be provided to Company within thirty (30) days of renewal of the required insurance policies.
 - (b) Copies of policies, including all policy endorsements, shall be furnished by Subcontractor within fifteen (15) days of written request by Company.
 - (c) The certificate(s) of insurance shall be subject to approval of Company, but failure of Company to request such certificate or other evidence of Subcontractor compliance with insurance requirements, or failure of Company to identify deficiencies from evidence that is provided, shall in no way limit or relieve Subcontractor of its obligations to maintain such insurance.
7. Sub-subcontractors. No work shall be sublet to any sub-subcontractor without first obtaining Company's written permission. All sub-subcontractors, once approved by Company, are subject to the same insurance requirements as Subcontractor. Subcontractor shall cause each sub-subcontractor employed by Subcontractor to purchase and maintain such insurance. Upon request, Subcontractor shall furnish Company with copies of certificates of insurance evidencing coverage for each sub-subcontractor.

Subcontractor shall voluntarily provide workers' compensation coverage for proprietors, partners or others not statutorily required to maintain workers' compensation insurance.

8. Leased Employees. Use of leased employees by Subcontractor is expressly prohibited without Company's written permission. If permitted by Company, prior to commencement of any work by leased employees, Subcontractor shall:

- (a) Provide Company with a complete copy of its agreement with the Leasing Company;
- (b) Require that Leasing Company provide workers' compensation, employers liability and commercial general liability with coverage limits in amounts no less than Subcontractor insurance requirements for the same coverages.
- (c) Require that Leasing Company provide Alternate Employer Endorsement naming Company as alternate employer on Leasing Company's workers' compensation policy.
- (d) Require that Leasing Company add Company as an additional insured on its commercial general liability insurance policy, with primary/non-contributory wording.
- (e) Require that Leasing Company provide waiver of subrogation in favor of Company on both Leasing Company's workers' compensation and commercial general liability insurance policies.
- (f) Provide Company with a copy of the Leasing Company's certificate of insurance, with endorsements, evidencing the required coverage.

9. No Representation of Coverage Adequacy.

- (a) In specifying minimum Subcontractor insurance requirements, Company does not represent that such insurance is adequate to protect Subcontractor for loss, damage or liability arising from its work. Subcontractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.
- (b) The insurance requirements set forth in minimum amounts shall not be construed to relieve Subcontractor for liability in excess of such coverage, nor shall it preclude Company from taking such other actions as is available to it under any other provision of the Subcontract. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractor's liability obligations hereunder.
- (c) Any acceptance of certificates of insurance by Company shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract, including the duty to indemnify and hold harmless Company.

10. Compliance. Failure of Subcontractor to maintain the required insurance shall constitute a default under this Subcontract and, at Company's option, shall allow Company to terminate this Subcontract for cause, withhold payment and/or purchase the required insurance at Subcontractor's expense.
11. Cross-Liability Coverage/non-standard restrictive endorsements. All liability policies shall include cross liability coverage and an industry standard separation of insureds provision. No liability policy shall include or be endorsed to include any non-standard provisions restricting coverage for the named insured or the persons/entities required to be named as additional insureds under this Subcontract, including but not limited to cross liability coverage exclusions or limitations.
12. Builder's Risk. With respect to any all builder's risk insurance maintained by Company, Subcontractor shall bear the risk of and be responsible for paying or reimbursing Company, as applicable, for (i) losses not covered by such builder's risk insurance, including uninsured losses and deductibles and (ii) premiums for extensions of such insurance beyond any guaranteed completion dates set forth in the Subcontract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Date

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 have ADDITIONAL INSURED provisions or 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 Name of the Agency Representing the SubContractor Address Website if available	CONTACT NAME: Name of the Broker/Agent	FAX (A/C, No): Fax #
	PHONE (A/C, No, Ext): Phone #	E-MAIL ADDRESS: Email
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Name of the Insurance Company or the Insurance Carrier & NAIC #		
INSURED Contractor Name Address	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: Certificate # here

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$X,000,000 AGGREGATE \$X,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Depending on Scope of Work, these various types of Professional Liability Insurance may or may not be required. Refer to SubContractor's Contract.			Limit: \$X,000,000 Each Claim Limit: \$X,000,000 Each Wrongful Act Limit: \$X,000,000 Each Occurrence Limit: \$X,000,000 Each Occurrence
A	Professional Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
A	Watercraft Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
A	Aircraft Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				

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

RE: Project Name and Address

Pine Gate EPC, LLC and Project Name are included as additional insured and granted a waiver of subrogation in favor of Pine Gate EPC, LLC and Project Name where required by written contract.

30 day cancellation notice to Certificate Holder applies (10 day for non-payment of premium)

Coverage is primary and non-contributory.

Perils of X (explosion), C (collapse) & U (underground) are Included (i.e. NOT Excluded) regarding Liability coverage.

CERTIFICATE HOLDERPine Gate EPC, LLC
130 Roberts Street
Asheville NC 28801**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

SIGNATURE HERE

Name of the Authorized Representative

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ACORD 25 (2016/03)

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