

Minimum Insurance Requirements – O&M 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.

Contractor shall not perform any Services, or otherwise access the Project, until such time as Contractor has furnished Company with a certificate or certificates of insurance that satisfy the following requirements. Contractor shall purchase and maintain, at its own expense, at least the following minimum coverages during the Term of this Agreement, and for two (2) years after expiration of this Agreement.

1. Commercial General Liability Insurance. Commercial general liability (“CGL”) insurance, written on an occurrence policy form (“modified occurrence” and “claims-made” policy forms are not acceptable), providing coverage for bodily injury, property damage, personal injury and advertising injury, premises, operations (with no exclusion for explosion, collapse and underground coverage), independent contractors, time element (sudden and accidental) pollution including clean-up costs and products-completed operations coverage, with limits of:

\$1,000,000 bodily injury and property damage per occurrence limit,

\$2,000,000 general aggregate limit (with a “per project” or “per location” endorsement),

\$1,000,000 personal injury and advertising injury limit, and

\$2,000,000 products-completed operations aggregate limit

The liability policy shall provide cross liability or separation of insureds coverage, contractual liability coverage and broad form property damage coverage (including completed operations), and fellow employee coverage shall be afforded.

2. Auto Liability Insurance. Commercial or business automobile liability insurance, including liability arising out of “any auto” or all owned, non-owned, leased, and hired automobiles, trucks and trailers, or semi-trailers, including any machinery or apparatus attached thereto, with limits of \$1,000,000 each accident. The commercial automobile liability insurance shall include contractual liability coverage.

3. Workers' Compensation/Employer's Liability Insurance. Workers' Compensation insurance (statutory limits complying with the laws of the state in which the Project is located) and employer's liability insurance with limits 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).

4. Umbrella or Excess Liability Insurance: Umbrella or follow form Excess Liability insurance, written on an occurrence policy form ("modified occurrence" and "claims made" forms are not acceptable), with limits of liability of \$1,000,000 per occurrence/annual aggregate, in excess of the limits of the employer's liability, CGL and auto liability policies required Sections A (1), (2), and (3) above. Contractor shall require each subcontractor to purchase and maintain insurance coverage as provided in this subparagraph, with the exception of limits carried which shall be commensurate with subcontractor exposure.

5. Property Insurance: Contractor and each of its subcontractors, consultants and suppliers shall be responsible for insuring their own equipment and tools whether on or off site.

ADDITIONAL CONTRACTOR AND PINE GATE REQUIREMENTS

1. Additional Insured Endorsements. Each Party shall include the other Party, Project Company, the Financing Parties, subcontractors and such other Persons as may from time to time be reasonably designated by such Party in writing as additional insureds under the CGL, Automobile Liability, and Umbrella or follow form Excess insurance required above.

2. Primary Coverage. All insurance excluding Workers' Compensation/Employer's Liability) that each party is required to maintain pursuant to the Agreement shall be primary coverage for such Party's activities or services required under this Agreement and any coverage maintained by or available to the other Party shall be excess and non-contributory with respect to the primary Party's activities or services under this Agreement.

3. Certificates of Insurance and Other Insurance Documents. Prior to commencing the Services, each Party shall deliver to the other Party certificates of insurance evidencing the coverages referred to in this document. Each insurer's NAIC number must be listed on the certificate.

a. In the case of policies expiring while the Services are ongoing, a renewal certificate must be received at the business office of the other Party within 5 days of the expiration of the existing policy or policies. Lack of issuance or receipt of a renewal certificate of insurance shall not constitute a waiver of, or estoppel to assert, any requirement under this agreement.

b. Each certificate and endorsement must be executed by an authorized agent of the respective insurers. To the extent commercially available, policies shall include 30 days' written notice of cancellation (ten (10) days' in the event of cancellation for non-payment of premium) and such notice, if available, shall be included on certificates of insurance.

4. Insurer Ratings. All insurance referred to in this document to be carried by each Party shall be maintained at its sole expense, with insurance carriers qualified to do business in the state in which the Project is located and maintaining a rating of not less than A-VIII from A.M. Best & Co. or A from S&P, unless the other Party, in writing, in its sole discretion, accepts a lower rating.

5. Cancellation, Non-Renewal, Impairment. Each Party shall notify the other Party in writing upon receipt by the Party, or its insurance broker or agent, of any notice of cancellation, non-renewal or rescission of any policy required to be maintained by each Party pursuant to this document. In addition, each Party shall notify the other Party in writing in the event the payment of any claim(s), or the establishment of any reserve(s), results in impairment of 50% or more of the aggregate limits of the primary CGL or Umbrella or follow form Excess Liability policies required to be maintained by either Party pursuant to this document.

6. Deductibles and Self-Insured Retentions. With respect to any insurance each Party is required to maintain pursuant to this Agreement, the deductibles, excess, or self-insured retentions shall not exceed \$25,000 unless approved in writing by the other Party. Each Party shall be solely responsible to pay any amount that lies within the deductible(s) or self-insured retention(s) of its policies, regardless of the amount of the deductible(s) or self-insured retention(s) and regardless of the cause of the loss or damage.

7. Exclusions. The insurance policies required of and maintained by each Party pursuant to this Agreement may not contain any exclusion for claims or suits by one insured against another insured, or for any type of Services to which this Agreement applies.

8. Additional Insurance. Any type of insurance or any increase of its limits of liability not described above which either Party requires for its protection, or on account of law or regulation, shall be its sole responsibility and at its sole expense.

9. Waivers of Subrogation. Each Party waives all rights against the other Party for recovery of loss, injury and/or damages in arising out of activities or services under the Agreement. With respect to any insurance required to be maintained pursuant to this Agreement for this Project, including but not limited to that set forth herein, each Party shall, to the extent commercially available, ensure that each insurance policy includes a waiver of rights of subrogation which such Party's insurance carriers might have or claim against the other Party arising out of the activities or Services provided under this agreement. Each Party hereby agrees, to the fullest extent permitted by law, to defend and indemnify the other Party from all such subrogation claims.

10. Subcontractors. Each Party shall require each of its subcontractors and suppliers to purchase and maintain the insurance coverage such Party is required to carry pursuant to this Agreement, including but not limited to all provisions of coverage outlined in the Agreement, including the other Party and Project Company as additional insureds, providing waivers of subrogation in favor of the other Party, and requiring all liability coverage (excluding Worker's Compensation and Employer's Liability) of Subcontractor to be primary and non-contributory with any insurance carried by the other Party.

11. No Limitation. None of the requirements contained herein as to types, limits and acceptability of insurance coverage to be maintained by each Party are intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by such Party under this Agreement or at law, including, without limitation, such Party's indemnification obligations and liability in excess of the limits of the coverages required herein. Neither receipt of certificates, endorsements or policies showing less or different coverage than requested, nor any other forbearance or omission by either Party, shall be deemed a waiver of, or estoppel to assert, any right or obligation regarding the insurance requirements herein. None of the requirements contained herein shall relieve either Party, or its subcontractors of any tier, of their respective obligations to exercise due care in the performance of their duties in connection with the Services or to complete the Services in strict compliance with the Agreement.

12. Contractor Failure to Secure or Maintain Insurance. In the event a Party is or becomes non-compliant with the insurance requirements of this document (fails to secure or maintain any policy of insurance required hereby), the other Party, at its sole discretion and election, may (i) secure such policy of insurance in the name of and for the account of such non-compliant Party and in such event, such non-compliant Party shall reimburse the other Party upon demand for the cost thereof; or (ii) terminate this Agreement, and the other Party shall retain all remedies hereunder for breach of this Agreement. Such Party shall have the right to offset the costs of any such insurance, including but not limited to premiums, against any sums payable to the non-compliant Party under this Agreement or otherwise.



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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 type="checkbox"/> EXCESS LIAB 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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