

EXHIBIT Y
INSURANCE REQUIREMENTS

EXHIBIT Y-1

INSURANCE REQUIREMENTS FOR THE ORIGINAL PROJECT AND 395 PROJECT

Section 1 Insurance Coverages Prior to Final Acceptance or 395 Final Completion

Except as set forth below, the Concessionaire will obtain and maintain, or cause the Design-Build Contractor to obtain and maintain, the following insurance coverages during the performance of the Design-Build Work. Unless required otherwise, all insurance coverages listed below will be purchased specifically and exclusively for the Project, with coverage limits devoted solely to the Project. Policy coverage limits may be achieved through a combination of insurance policies (e.g. primary and/or excess).

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$2 million bodily injury by accident, each accident, and \$2 million bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$2 million per occurrence and \$4 million annual aggregate applicable on a per project basis. The Department is to be named as an additional insured on a primary, non-contributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$2 million combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Department is to be named as an additional insured on a primary, non-contributory basis.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of \$100 million per occurrence and in the aggregate.

(e) **Builder's Risk Insurance** for physical loss, destruction, or physical damage to the Work. The Builder's Risk insurance will cover the Concessionaire, the Design-Build Contractor, the Department, and other Contractors of all tiers prior to Final Acceptance or 395 Final Completion, as applicable; *provided*, that the limits of such coverage may be based on a maximum probable loss analysis, subject to the Department's approval of such maximum probable loss analysis by an independent third party acceptable to the Department. In no event will the limits of such coverage be less than \$100 million. Further, the policy will include sub-limits for certain specified perils including, but not limited to: Offsite Storage, Property in Transit, Expediting Expenses, Demolition and Increased Cost of Construction, Debris Removal, Professional Fees/Loss adjustment expenses and adjacent property of others within the Project limits. At the Design-Build Contractor's option, Mobile Equipment may be covered under the Builder's Risk Insurance or a separate Equipment Floater Policy may be purchased. The policy also will include

replacement cost coverage for materials, supplies, equipment, machinery, and fixtures that are or will be part of the Project. Coverage will include, but not be limited to, the following: right to partial occupancy; earthquake; earth movement; flood; transit; temporary and permanent works; expediting expenses; debris removal; offsite storage; and delayed opening.

(f) **Contractor's Pollution Liability Insurance** to indemnify for bodily injury, property damage, or amounts which the Concessionaire, its employees, its agents, or its Contractors are legally obligated to pay for clean-up/remediation work arising out of the Design-Build Work, including coverage, if needed, for marine operations and coverage for liabilities under the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701-2762) and the Comprehensive Environmental Response, Liability, and Compensation Act (42 U.S.C. §§ 9601-9675) for marine operations. Such insurance will have minimum limits of \$10 million any one claim and in the aggregate and will remain in full force and effect for the period of the Design-Build Work for the Existing HOT Lanes and five years completed operations extension after Substantial Completion of the Project. Such insurance will have minimum limits of \$5 million any one claim and in the aggregate and will remain in full force and effect for the period of the Design-Build Work for the 395 Project and five years completed operations extension after 395 Final Completion.

(g) **Marine Protection and Indemnity Insurance** – if any of the Design-Build Work requires marine operations - the Concessionaire and its Contractors shall provide protection and indemnity coverage with respect to bodily injury or property damage arising from marine operations including damage to piers, wharves, other fixed or movable structures, and loss or damage to any other vessel, craft, or property on such other vessel or craft. Such insurance will have minimum limits of \$5 million in the aggregate. The Concessionaire is not obligated to purchase a Project-specific Marine Protection and Indemnity Insurance, but will cause such insurance coverage to name the Department as an additional insured on a primary, non-contributory basis.

(h) **Railroad Protective Liability Insurance**, as may be required by any railroad in connection with Work across, under or adjacent to the railroad's tracks or railroad right-of-way, including for the Norfolk Southern Railroad with a coverage limit of \$5 million per occurrence and \$10 million in the aggregate.

(i) **Architects/Engineers Professional Liability Insurance** covering the Design-Build Contractor's lead design engineer for acts, errors, or omissions arising in connection with the Design-Build Work, including design and engineering work performed pursuant to the Interim Agreement, for not less than (i) \$15 million for any one claim and in the aggregate for the Existing HOT Lanes and (ii) \$10 million for any one claim and in the aggregate for the 395 Project. Such insurance, which may be purchased and maintained by the Design-Build Contractor's lead design engineer, will remain in full force and effect during the performance of the Design-Build Work and with an extended reporting period for five years after Substantial Completion or 395 Final Completion, as applicable.

Section 2 Insurance Coverage Requirements for the TTMS Contractor

The Concessionaire will cause the TTMS Contractor (or, with respect to the Errors & Omissions Insurance, its Contractors) to obtain and maintain the following insurance coverages or

be responsible for maintaining such coverages on their behalf; *provided*, however, if the TTMS Contractor's Contractors maintain the Errors & Omissions Insurance, the TTMS Contractor must be named as an indemnified party on the Errors & Omissions Insurance policy:

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1 million bodily injury by accident, each accident, and \$1 million bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$1 million per occurrence and \$2 million annual aggregate applicable on a per project basis. The Department is to be named as an additional insured on a primary, non-contributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$1,000,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Concessionaire and the Department are to be named as additional insured.

(d) **Errors & Omissions Insurance** with limits of at least \$2,000,000 per claim and in the aggregate. Such insurance will remain in full force and effect during the performance of such professional services and with an extended reporting period for two years after completion of such professional services.

Section 3 Insurance Coverage Requirements for Other Contractors

The Concessionaire will cause all Contractors (other than the Design-Build Contractor, the TTMS Contractor and the O&M Contractor) performing any portion of the Work to obtain and maintain the following insurance coverages or be responsible for maintaining such coverages on their behalf:

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1 million bodily injury by accident, each accident, and \$1 million bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** will include coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and contractual liability with limits for contract expenditures of less than \$100,000, the limits must be no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate annually, and for contract expenditure greater than \$100,000, limits of no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate annually. To the extent commercially

obtainable, deductible per occurrence should not exceed \$100,000. The Concessionaire and the Department are to be named as additional insured on a primary, non-contributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$500,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Concessionaire and the Department are to be named as additional insured.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability and automobile liability in the amount of \$2,000,000 per occurrence and in the aggregate for contracts of less than \$100,000 or \$5,000,000 per occurrence and in the aggregate for contracts greater than \$100,000.

(e) **Professional Liability Insurance** (applicable only to Contractors rendering professional services, including, but not limited to, architects, engineers, traffic consultants, accountants, attorneys, etc.) with limits of at least \$1,000,000 per claim and in the aggregate. Such insurance will remain in full force and effect during the performance of such professional services and with an extended reporting period for two years after completion of such professional services.

Section 4 Insurance Coverages for the 395 Early Work

The Concessionaire will obtain and maintain, or cause the 395 Design-Build Contractor to obtain and maintain, the following insurance coverages during the performance of the 395 Early Work. Unless required otherwise, all insurance coverages listed below will be purchased specifically and exclusively for the 395 Project, with coverage limits devoted solely to the 395 Project. Policy coverage limits may be achieved through a combination of insurance policies (e.g. primary and/or excess).

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1 million bodily injury by accident, each accident, and \$1 million bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$1 million per occurrence and \$1 million annual aggregate applicable on a per project basis. The Department is to be named as an additional insured on a primary, non-contributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$1 million combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Department is to be named as an additional insured on a primary, non-contributory basis.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of \$4 million per occurrence and in the aggregate.

(e) **Architects/Engineers Professional Liability Insurance** covering the 395 Design-Build Contractor's lead design engineer for acts, errors, or omissions arising in connection with the 395 Early Work for not less than \$5 million for any one claim and in the aggregate. Such insurance, which may be purchased and maintained by the 395 Design-Build Contractor's lead design engineer, will remain in full force and effect during the performance of the 395 Early Work.

EXHIBIT Y-2

INSURANCE REQUIREMENTS FOR THE FRED EX PROJECT

Section 1. Insurance Coverages Prior to Fred Ex Final Completion

Except as set forth below, the Concessionaire will obtain and maintain, or cause the Fred Ex Design-Build Contractor to obtain and maintain, the following insurance coverage types and amounts during the performance of the work under the Fred Ex Design-Build Contract (the “Fred Ex Design-Build Work”). Unless required otherwise, all insurance coverages listed below may be provided under corporate insurance programs maintained by the Concessionaire (or Fred Ex Design-Build Contractor) and need not be project specific. Policy coverage limits may be achieved through a combination of insurance policies (e.g. primary and/or excess).

(a) **Workers’ Compensation and Employer’s Liability Insurance** with statutory workers’ compensation (Coverage A) limits and employer’s liability (Coverage B) limits of \$2,000,000 bodily injury by accident, each accident, and \$2,000,000 bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers’ Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate applicable on a per project basis. The Department is to be named as an additional insured on a primary, non-contributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$2,000,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Department is to be named as an additional insured on a primary, non-contributory basis.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer’s liability, commercial general liability, and automobile liability in the amount of \$100,000,000 per occurrence and in the aggregate for the Fred Ex Project. The Department is to be named as an additional insured on a primary, non-contributory basis.

(e) **Builder’s Risk Insurance** for physical loss, destruction, or physical damage to the Fred Ex Design-Build Work. The Builder’s Risk insurance will cover the Concessionaire, the Fred Ex Design-Build Contractor, the Department, and other Contractors of all tiers prior to final completion of the Fred Ex Project; *provided*, that the limits of such coverage may be based on a maximum probable loss analysis, subject to the Department’s approval of such maximum probable loss analysis by an independent third party acceptable to the Department. In no event will the limits of such coverage be less than \$100,000,000. Further, the policy will include sub-limits for certain specified perils including, but not limited to: Offsite Storage, Property in Transit, Expediting Expenses, Demolition and Increased Cost of Construction, Debris Removal, Professional Fees/ Loss adjustment expenses and adjacent property of others within the Project limits. At the option

of the Fred Ex Design-Build Contractor, Mobile Equipment may be covered under the Builder's Risk Insurance or a separate Equipment Floater Policy may be purchased. The policy also will include replacement cost coverage for materials, supplies, equipment, machinery, and fixtures that are or will be part of the Fred Ex Project, as applicable. Coverage will include, but not be limited to, the following: right to partial occupancy, earthquake, earth movement, flood, windstorm, transit, temporary and permanent works, expediting expenses, debris removal, offsite storage, soft costs, and delayed opening loss of revenue.

(f) **Contractor's Pollution Liability Insurance** to indemnify for bodily injury, property damage, or amounts which the Concessionaire, its employees, its agents, or its Contractors are legally obligated to pay for clean-up/remediation work arising out of the Fred Ex Design-Build Work, including coverage, if needed, for marine operations and coverage for liabilities under the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701-2762) and the Comprehensive Environmental Response, Liability, and Compensation Act (42 U.S.C. §§ 9601-9675) for marine operations. Such insurance will have minimum limits of \$5,000,000 any one claim and in the aggregate and will remain in full force and effect for the period of the Fred Ex Design-Build Work and five years of completed operations extension after Fred Ex Final Completion.

(g) **Marine Protection and Indemnity Insurance** – if any of the Fred Ex Design-Build Work requires marine operations, the Concessionaire and its Contractors shall provide protection and indemnity coverage with respect to bodily injury or property damage arising from marine operations including damage to piers, wharves, other fixed or movable structures, and loss or damage to any other vessel, craft, or property on such other vessel or craft. Such insurance will have minimum limits of \$5,000,000 in the aggregate. The Concessionaire is not obligated to purchase a project-specific Marine Protection and Indemnity Insurance, but will cause such insurance coverage to name the Department as an additional insured on a primary, non-contributory basis.

(h) **Railroad Protective Liability Insurance**, as may be required by any railroad in connection with Fred Ex Design-Build Work across, under or adjacent to the railroad's tracks or railroad right-of-way.

(i) **Architects/Engineers Professional Liability Insurance** covering the Fred Ex Design-Build Contractor's lead design engineer for acts, errors, or omissions arising in connection with the Fred Ex Design-Build Work, including any design and engineering work, for not less than \$10,000,000 for any one claim and in the aggregate. Such insurance, which may be purchased and maintained by the Fred Ex Design-Build Contractor's lead design engineer, as applicable, will remain in full force and effect during the performance of the Fred Ex Design-Build Work, and with an extended reporting period for five years after Fred Ex Final Completion.

Section 2. Insurance Coverage Requirements for the TTMS Contractor

The Concessionaire will cause the TTMS Contractor (or, with respect to the Errors & Omissions Insurance, its subcontractors) to obtain and maintain the following insurance coverage types and amounts, or be responsible for maintaining such coverages on their behalf; *provided*, however, if the TTMS Contractor's subcontractors maintain the Errors & Omissions Insurance,

the TTMS Contractor must be named as an indemnified party on the Errors & Omissions Insurance policy:

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1,000,000 bodily injury by accident, each accident, and \$1,000,000 bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate applicable on a per project basis. The Department is to be named as an additional insured on a primary, non-contributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$1,000,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Concessionaire and the Department are to be named as additional insured on a primary, non-contributory basis.

(d) **Errors & Omissions Insurance** with limits of at least \$2,000,000 per claim and in the aggregate. Such insurance shall include coverage for claims arising from errors and omissions of TTMS Contractor and/or subcontractors, including network security cyber liability, and will remain in full force and effect during the performance of such professional services and with an extended reporting period for two years after completion of such professional services. The TTMS Contractor may comply with this requirement through the use of separate insurance policies (one for technology errors and omissions and one for cyber/network security) if such approach is more cost-effective. Under such a 'two policy' approach, the technology errors & omissions insurance must be in effect prior to the initiation of TTMS design services and the cyber/network security policy must be in effect at least prior to any 'hot testing' or other work tying in to the existing network.

Section 3. Insurance Coverage Requirements for Other Contractors

The Concessionaire will cause all Contractors (other than the Fred Ex Design-Build Contractor, the Fred Ex TTMS Contractor, the TTMS Contractor, and the O&M Contractor) performing any portion of the Work to obtain and maintain the following insurance coverages or be responsible for maintaining such coverages on their behalf, which requirements shall apply both during the design and construction of the Fred Ex Project and during the Operating Period:

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1,000,000 bodily injury by accident, each accident, and \$1,000,000 bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** will include coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and contractual liability with limits no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate annually. The Concessionaire and the Department are to be named as additional insured on a primary, non-contributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$500,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Concessionaire and the Department are to be named as additional insured on a primary, non-contributory basis.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability and automobile liability in the amount \$5,000,000 per occurrence and in the aggregate for contracts greater than \$500,000.

(e) **Professional Liability Insurance** (applicable only to Contractors rendering professional services, including, but not limited to, architects, engineers, traffic consultants, accountants, attorneys, etc.) with limits of at least \$1,000,000 per claim and in the aggregate. Such insurance will remain in full force and effect during the performance of such professional services and with an extended reporting period for two years after completion of such professional services.

Section 4. Insurance Coverages for Fred Ex Early Work

The Concessionaire will obtain and maintain, or cause the Fred Ex Design-Build Contractor to obtain and maintain, the following insurance coverage types and amounts during the performance of Fred Ex Early Work. Unless required otherwise, all insurance listed below may be *provided* under corporate (so-called "practice") insurance policies and need not be purchased on a project-specific basis. Policy coverage limits may be achieved through a combination of insurance policies (e.g. primary and/or excess).

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1,000,000 bodily injury by accident, each accident, and \$1,000,000 bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate applicable on a per project basis. The Department is to be named as an additional insured on a primary, non-contributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$1,000,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Department is to be named as an additional insured on a primary, non-contributory basis.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of \$4,000,000 per occurrence and in the aggregate. The Department is to be named an additional insured on a primary, non-contributory basis.

(e) **Architects/Engineers Professional Liability Insurance** covering the Fred Ex Design-Build Contractor's lead design engineer for acts, errors, or omissions arising in connection with the Fred Ex Early Work for not less than \$10,000,000 for any one claim and in the aggregate. Such insurance, which may be purchased and maintained by the Fred Ex Design-Build Contractor's lead design engineer, will remain in full force and effect during the performance of the Fred Ex Early Work.

EXHIBIT Y-3

INSURANCE REQUIREMENTS FOR THE OPITZ BOULEVARD RAMP PROJECT AND THE SEMINARY ROAD RAMP PROJECT

Section 1. Insurance Coverages for the Opitz Boulevard Ramp Project

From the Effective Date until Opitz Boulevard Ramp Final Completion, the Concessionaire will obtain and maintain, or cause the Opitz Boulevard Ramp Construction Contractor to obtain and maintain (with such Opitz Boulevard Ramp Construction Contractor as a named insured), the following insurance coverages during the Construction Period for the Opitz Boulevard Ramp Project. Unless required otherwise, all insurance coverages listed below may be provided under corporate insurance programs maintained by the Concessionaire (or the Opitz Boulevard Ramp Construction Contractor) and need not be project specific. Policy coverage limits may be achieved through a combination of insurance policies (e.g. primary and/or excess) and utilization of an owner-controlled insurance program (OCIP) or contractor-controlled insurance program (CCIP) will be allowable.

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1 million bodily injury by accident, each accident, and \$1 million bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$1 million per occurrence and \$2 million annual aggregate applicable on a per project basis. The Department is to be named as an additional insured on a primary, non-contributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$1 million combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Department is to be named as an additional insured on a primary, noncontributory basis.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of \$50 million per occurrence and in the aggregate.

(e) **Builder's Risk Insurance** for physical loss, destruction, or physical damage to the Work unless already covered by the Property Insurance carried in accordance with Exhibit Y-4. The Builder's Risk insurance will cover the Concessionaire, the Opitz Boulevard Ramp Construction Contractor, the Department, and other Contractors of all tiers prior to Opitz Boulevard Ramp Final Completion; *provided*, that the limits of such coverage may be based on a maximum probable loss analysis, subject to the Department's approval of such maximum probable loss analysis by an independent third party acceptable to the Department. In no event will the limits

of such coverage be less than \$25 million. Further, the policy will include sub-limits for certain specified perils including, but not limited to: Offsite Storage, Property in Transit, Expediting Expenses, Demolition and Increased Cost of Construction, Debris Removal, Professional Fees/Loss adjustment expenses and adjacent property of others within the Project limits. At the Design-Build Contractor's option, Mobile Equipment may be covered under the Builder's Risk Insurance or a separate Equipment Floater Policy may be purchased. The policy also will include replacement cost coverage for materials, supplies, equipment, machinery, and fixtures that are or will be part of the Opitz Boulevard Ramp Project. Coverage will include, but not be limited to, the following: right to partial occupancy; earthquake; earth movement; flood; transit; temporary and permanent works; expediting expenses; debris removal; offsite storage; and delayed opening.

(f) **Contractor's Pollution Liability Insurance** to indemnify for bodily injury, property damage, or amounts which the Concessionaire, its employees, its agents, or its Contractors are legally obligated to pay for clean-up/remediation work arising out of the Work, including coverage, if needed, for marine operations and coverage for liabilities under the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701-2762) and the Comprehensive Environmental Response, Liability, and Compensation Act (42 U.S.C. §§ 9601-9675) for marine operations. Such insurance will have minimum limits of \$5 million any one claim and in the aggregate and will remain in full force and effect for the Construction Period for the Opitz Boulevard Ramp Project and five years completed operations extension after Opitz Boulevard Ramp Final Completion.

(g) **Marine Protection and Indemnity Insurance** – If any of the Opitz Boulevard Ramp Construction Work requires marine operations - the Concessionaire and its Contractors shall provide protection and indemnity coverage with respect to bodily injury or property damage arising from marine operations including damage to piers, wharves, other fixed or movable structures, and loss or damage to any other vessel, craft, or property on such other vessel or craft. Such insurance will have minimum limits of \$5 million in the aggregate. The Concessionaire is not obligated to purchase a Project-specific Marine Protection and Indemnity Insurance, but will cause such insurance coverage to name the Department as an additional insured on a primary, non-contributory basis.

(h) **Railroad Protective Liability Insurance**, as may be required by any railroad in connection with Work across, under or adjacent to the railroad's tracks or railroad right-of-way.

In addition, the Concessionaire shall require that the lead design engineer provide **Architects/Engineers Professional Liability Insurance** covering acts, errors, or omissions arising in connection with the Work with a minimum limit of \$5 million for any one claim and in the aggregate. Such insurance must remain in full force and effect during the performance of the design work for the Opitz Boulevard Ramp Project and the Opitz Boulevard Ramp Construction Work, and with an extended reporting period for five years after Opitz Boulevard Ramp Final Completion.

The Concessionaire will cause all other Contractors (other than the Opitz Boulevard Ramp Construction Contractor and the O&M Contractor) working at the site or providing professional services in conjunction with the project to obtain and maintain the following insurance coverages:

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$500,000 bodily injury by accident, each accident, and \$500,000 bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** will include coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and contractual liability with limits for contract expenditures of less than \$100,000, the limits must be no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate annually. The Concessionaire and the Department are to be named as additional insured on a primary, noncontributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$500,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Concessionaire and the Department are to be named as additional insured.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability and automobile liability in the amount of \$2,000,000 per occurrence and in the aggregate for contracts of \$500,000 or more.

In addition any Contractors (including the Opitz Boulevard Ramp Construction Contractor and the O&M Contractor) who provide professional services (including, but not limited to, architects, engineers, traffic consultants, accountants, attorneys, etc.) shall be required to procure and maintain **Professional Liability Insurance** with limits of at least \$1,000,000 per claim and in the aggregate. Such insurance will remain in full force and effect during the performance of such professional services and with an extended reporting period for two years after completion of such professional services.

In addition, the TMS Contractor (if any) shall carry **Errors & Omissions Insurance** with limits of at least \$2,000,000 per claim and in the aggregate. Such insurance shall include coverage for claims arising from errors and omissions of TMS Contractor and/or subcontractors, including network security/cyber liability. Coverage will remain in full force and effect during the performance of such professional services and with an extended reporting period for two years after completion of such professional services.

Section 2. Insurance Coverages for the Seminary Road Ramp Project

The Concessionaire will cause all contractors performing any portion of the Seminary Road Ramp Construction Work to obtain and maintain the following insurance coverages or be responsible for maintaining such coverages on their behalf, which requirements shall apply from the Effective Date until Seminary Road Ramp Final Completion:

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and

\$1,000,000 bodily injury by disease each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Automobile Liability Insurance** with a limit of at least \$1,000,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Department is to be named as an additional insured on a primary, non-contributory basis.

(c) **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate applicable on a per project basis. The Department is to be named as an additional insured on a primary, non-contributory basis.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability and automobile liability in the amount of \$5,000,000 per occurrence and in the aggregate annually.

(e) **Professional Liability Insurance** (applicable only to Contractors rendering professional services, including, but not limited to, architects, engineers, traffic consultants, accountants, attorneys, etc.) with limits of at least \$5,000,000 per claim and in the aggregate. Such insurance will remain in full force and effect during the performance of such professional services and with an extended reporting period for two years after completion of such professional services.

(f) **Technology Errors & Omissions Insurance** (applicable only to TMS Work) with limits of at least \$2,000,000 per claim and in the aggregate. Such insurance shall include coverage for claims arising from errors and omissions of any applicable Contractor and shall include in addition to technology errors & omissions coverage the following: network security cyber liability, privacy liability, cyber business income interruption, and related coverages. Such policy shall remain in full force and effect during the performance of such technology-related services and with an extended reporting period for two years after completion of such professional services.

Section 3. Applicability of Exhibit Y-4 Requirements

For avoidance of doubt, the insurance requirements set forth in Exhibit Y-4 as applicable to the Project shall from the Third Amended and Restated Agreement Date be applicable to the Opitz Boulevard Ramp Project and the Seminary Road Ramp Project and in addition to the requirements of this Exhibit Y-3.

EXHIBIT Y-4

INSURANCE REQUIREMENTS DURING THE OPERATING PERIOD

Section 1. Insurance Coverages Required for the Project During the Operating Period

The Concessionaire will obtain and maintain, or cause the O&M Contractor to obtain and maintain, the following insurance coverages applicable to the O&M Work. Policy coverage limits may be achieved through a combination of insurance policies (e.g. primary and/or excess). For purposes of the requirements set forth in this Exhibit Y-4, the Opitz Boulevard Ramp Project shall from the Third Amended and Restated Agreement Date be considered part of the Original Project, and the Seminary Road Ramp Project shall from the Third Amended and Restated Agreement Date be considered part of the 395 Project.

(a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1,000,000 bodily injury by accident, each accident, and \$1,000,000 bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate, applicable on a per location basis. The Department is to be named as an additional insured on a primary, non-contributory basis.

(c) **Automobile Liability Insurance** with a limit of at least \$2,000,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Department is to be named as an additional insured on a primary, non-contributory basis.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of \$100,000,000 per occurrence and in the aggregate. The Department is to be named as an additional insured on a primary and non-contributory basis.

(e) **Property and Business Interruption Insurance** at replacement cost covering loss, damage, or destruction to the Project, including improvements and betterments; *provided*, that the limits of such coverage may be based on a maximum probable loss analysis, subject to the Department's approval of such maximum probable loss analysis by an independent third party acceptable to the Department. In no event will the limits of such coverage be less than (i) \$100,000,000 for the Original Project, (ii) \$50,000,000 for the 395 Project and (iii) \$50,000,000 for the Fred Ex Project. Coverage will include, but not be limited to, the following: flood, earthquake, earth movement, windstorm, collapse, water (including overflow), leakage, utility interruption, debris removal, business ordinance or law for increased costs of construction, extra expenses, valuable papers, and terrorism. Subject to the applicable deductible, such coverage also

will insure against interruption or loss of projected Toll Revenues for at least six months from the occurrence of the risk, resulting from physical damage to the Project and any relevant feeder roads. The Department is to be named as an additional insured on a primary, non-contributory basis. The Concessionaire is responsible for all loss or damage to personal property (including but not limited to materials, fixtures/contents, equipment, tools, and supplies) of the Concessionaire.

(f) **Pollution Liability Insurance** to indemnify for bodily injury, property damage, or amounts which the Concessionaire, its employees, its agents, or its Contractors are legally obligated to pay for clean-up/remediation work arising out of the O&M Work, including coverage, if needed, for marine operations and coverage for liabilities under the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701-2762) and the Comprehensive Environmental Response, Liability, and Compensation Act (42 U.S.C. §§ 9601-9675) for marine operations. Such insurance will have minimum limits of (i) \$10,000,000 for any one claim and in the aggregate for the Original Project, (ii) \$5,000,000 for any one claim and in the aggregate for the 395 Project and (iii) \$5,000,000 for any one claim and in the aggregate for the Fred Ex Project.

(g) **Marine Protection and Indemnity Insurance** – if any of the O&M Work requires marine operations, the Concessionaire and its Contractors shall provide protection and indemnity coverage with respect to bodily injury or property damage arising from marine operations including damage to piers, wharves, other fixed or movable structures and loss or damage to any other vessel, craft, or property on such other vessel or craft. Such insurance will have minimum limits of \$5,000,000 in the aggregate.