

EXHIBIT V

INSURANCE COVERAGE REQUIREMENTS FOR DESIGN-BUILD CONTRACTOR AND O&M CONTRACTOR

Section 1 Insurance Coverages Prior to Project Completion

Except as set forth below, the Developer will obtain and maintain, or cause the Design-Build Contractor to obtain and maintain, with the Developer as a named insured, 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 \$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 \$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 \$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 \$100 million per occurrence and in the aggregate. The Department is to be named as an additional insured on a primary, non-contributory basis.

(e) **Builder's Risk Insurance and Delayed Start Up Insurance** for physical loss, destruction, or physical damage to the Work. The Builder's Risk insurance will cover the Developer, the Design-Build Contractor, the Department, and other Contractors of all tiers prior to Project 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 \$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 and Professional Fees / Loss adjustment expenses. At 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; delayed opening and delayed completion with an indemnity period of not less than 12 months. The Builder's Risk Insurance must be in place, at the latest, by Construction Notice to Proceed, *provided* that if the Builder's Risk Insurance is not in place on the Agreement Date, Developer shall submit to the Department on or before that date (1) a letter of certification from the Developer or the Developer's insurance broker confirming that Builder's Risk Insurance will be placed prior to Construction Notice to Proceed and (2) a specimen Builder's Risk Insurance policy and any maximum probable loss (MPL) analysis.

(f) Contractor's Pollution Liability Insurance to indemnify for bodily injury, property damage, or amounts which the Developer, its employees, its agents, or its Contractors are legally obligated to pay for cleanup/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 and five years completed operations extension after Project Completion. The Department is to be named as an additional insured on a primary, non-contributory basis. The Contractor's Pollution Liability Insurance must be in place, at the latest, by Construction Notice to Proceed, *provided* that if the Contractor's Pollution Liability Insurance is not in place on the Agreement Date, Developer shall submit to the Department on or before that date (1) a letter of certification from the Developer or the Developer's insurance broker confirming that Contractor's Pollution Liability Insurance will be placed prior to Construction Notice to Proceed and (2) a specimen Contractor's Pollution Liability Insurance policy and any maximum probable loss (MPL) analysis; *provided further* that if Developer intends to conduct any on-site drilling prior to Construction Notice to Proceed, the Contractor's Pollution Liability Insurance must be in place prior to such on-site drilling.

(g) Marine Protection and Indemnity Insurance – if any of the Design-Build Work requires marine operations – the Developer 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 Developer 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, noncontributory 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.

(i) Architects/Engineers Professional Liability Insurance covering the Design-Build Contractor's liability for acts, errors, or omissions arising in connection with the Design-

Build Work, for not less than \$15 million any one claim and in the aggregate. 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 Project Completion. The Department is to be named on the policy as an indemnified party.

Section 2 Insurance Coverages Required for the Project During the Operating Period

The Developer 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).

(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 \$2 million per occurrence and \$4 million 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 \$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 \$100 million per occurrence and in the aggregate. The Department is to be named as an additional insured on a primary, non-contributory basis.

(e) Property and Business Interruption Insurance at replacement cost covering the Developer and the Department for 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 \$100 million. Coverage will include, but not be limited to, the following: flood; earthquake; earth movement; 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 Developer is responsible for all loss or damage to

personal property (including but not limited to materials, fixtures/contents, equipment, tools, and supplies) of the Developer.

(f) Pollution Liability Insurance to indemnify for bodily injury, property damage, or amounts which the Developer, its employees, its agents, or its Contractors are legally obligated to pay for cleanup/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 \$5 million any one claim and in the aggregate. The Department is to be named as an additional insured on a primary, non-contributory basis.

(g) Marine Protection and Indemnity Insurance – if any of the O&M Work requires marine operations - the Developer 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.

(h) Lead Design Engineer Insurance covering the Design-Build Contractor's lead design engineer for not less than \$3 million any one claim and in the aggregate. 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 O&M Work and with an extended reporting period for five years after Project Completion.

Section 3 Insurance Coverage Requirements for Other Contractors

The Developer will cause all Contractors (other than the Design-Build 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 \$500,000 million bodily injury by accident, each accident, and \$500,000 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 \$500,000, the limits must be no less than \$1 million per occurrence and \$1 million in the aggregate annually, and for contract expenditure greater than \$500,000, limits of no less than \$2 million per occurrence and \$2 million in the aggregate annually. To the extent commercially obtainable, deductible per occurrence should not exceed \$100,000. The Developer 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 Developer 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 \$1 million per occurrence and in the aggregate for contracts of less than \$500,000 or \$2 million 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 million 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.