

**EXHIBIT Y**

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

**Section 1 Insurance Coverages Required Prior to Final Completion of the Project Assets**

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 \$1 million bodily injury by accident, each accident, and \$1 million bodily injury by disease, each employee. Coverage will be extended 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. 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 \$200 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, Design-Build Contractor, the Department, and other Contractors of all tiers until Substantial Completion of all of the Project Assets; *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 \$250 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, Mobile Equipment and Professional Fees/ Loss adjustment expenses. 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; commissioning; and start-up.

(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 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 \$25 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 Substantial Completion of all of the Project Assets.

(g) **Marine Protection and Indemnity Insurance** covering the Concessionaire and its Contractors providing 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) **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 \$25 million any one claim and in the aggregate. Such insurance 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 of all of the Project Assets.

## **Section 2 Insurance Coverages Required for the Project following the Existing Assets Tolling and O&M Work Commencement Date**

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).

(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 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. 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) **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 \$250 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 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 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.

(g) **Marine Protection and Indemnity Insurance** covering the Concessionaire and its Contractors, as applicable, in the performance of the O&M Work, providing 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.

### **Section 3 Master Policy Insurance**

During the performance of the Design-Build Work, the Concessionaire will have the option, but not the obligation, to combine insurance coverage for the Design-Build Work and the O&M Work in one Master Policy (except for the Architects/Engineers Professional Liability insurance which will be obtained and maintained in accordance with Section 1(h)); *provided*, that such Master Policy will provide no less than the aggregate of the coverage in amounts set forth below:

(a) **Worker's Compensation and Employers 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 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 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 site.

(c) **General Liability Insurance** with limits of at least \$2 million per occurrence and \$2 million in the aggregate.

(d) **Umbrella/Excess Coverage** with limits of at least \$300 million per occurrence and \$300 million in the aggregate; *provided*, however, that following Substantial Completion of the Design-Build Work, the Concessionaire will not be obligated to carry more than \$100 million per occurrence and \$100 million in the aggregate.

(e) **Builder's Risk and Property and Business Interruption Insurance** with limits of at least \$250 million for Builder's Risk/Property Insurance. Coverage for Delay in Opening, Commissioning and Start-up 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. Following Substantial Completion of the Design-Build Work, the Concessionaire will be obligated to carry not more than the amount of Property and Business Interruption Insurance required pursuant to Section 2(e) herein.

(f) **Pollution Liability Insurance** with limits of at least \$25 million per claim and \$25 million in the aggregate.

(g) **Marine Protection and Indemnity Insurance** with limits of at least \$5 million in the aggregate.

**EXHIBIT Y-1**

**INSURANCE COVERAGE REQUIREMENTS  
FOR OTHER CONTRACTORS**

The Concessionaire 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 \$1 million bodily injury by accident, each accident, and \$1 million bodily injury by disease, each employee. Coverage will be extended 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.