

EXHIBIT Y

INSURANCE REQUIREMENTS FOR THE NEXT PROJECT

Section 1. Insurance Coverages Prior to NEXT Final Completion

Except as set forth below, the Concessionaire will obtain and maintain, or cause the NEXT Design-Build Contractor to obtain and maintain, with each of the Concessionaire and the NEXT Design-Build Contractor as named insureds, the following insurance coverage types and amounts during the performance of the work under the NEXT Design-Build Contract (the “NEXT Design-Build Work”). Unless required otherwise, all insurance coverages listed below may be provided under corporate insurance programs maintained by the Concessionaire (or the NEXT Design-Build Contractor, as applicable) 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. 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 NEXT Design-Build Work. The Builder’s Risk insurance, which must be in place prior to the commencement of any construction work on the project, will cover the Concessionaire, the NEXT Design-Build Contractor, the Department, and other Contractors of all tiers prior to NEXT 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 \$75,000,000. 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 NEXT 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 NEXT Project. 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 for a period of at least six (6) months.

(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 NEXT 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 NEXT Design-Build Work and five years completed operations extension after NEXT Final Completion.

(g) **Marine Protection and Indemnity Insurance** – if any of the NEXT 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 NEXT 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 NEXT Design-Build Contractor's lead design engineer for acts, errors, or omissions arising in connection with the NEXT 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 NEXT Design-Build Contractor's lead design engineer, will remain in full force and effect during the performance of the NEXT Design-Build Work and with an extended reporting period for five years after NEXT Final Completion.

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

The Concessionaire will obtain and maintain, or cause the O&M Contractor to obtain and maintain with each the O&M Contractor and the Concessionaire as named insureds the following insurance coverages applicable to operations and maintenance (the "NEXT 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 \$1,000,000 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 \$50,000,000. 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 NEXT 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 \$5,000,000 for any one claim and in the aggregate.

(g) **Marine Protection and Indemnity Insurance** – if any of the NEXT 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.

Section 3. Insurance Coverage Requirements for Other Contractors

The Concessionaire will cause all contractors (other than the NEXT Design-Build Contractor and the O&M Contractor) performing any portion of the Work for the NEXT Project 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 NEXT 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.

(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 TMS Contractor or Consultant 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 4. Insurance Coverages for NEXT Early Work

The Concessionaire will obtain and maintain, or cause the NEXT Design-Build Contractor to obtain and maintain, the following insurance coverage types and amounts during the performance of NEXT 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 NEXT Design-Build Contractor's lead design engineer for acts, errors, or omissions arising in connection with the NEXT 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 NEXT Design-Build Contractor's lead design engineer, will remain in full force and effect during the performance of the NEXT Early Work.