

SCHEDULE 17

Insurance Requirements

Part 1 – Insurance Requirements applicable to the Phase 2 Work

Capitalized terms used in this Schedule which are not otherwise defined shall have the meanings given to them in the relevant policy forms. References in this Schedule 17 to Contractor means Concessionaire’s Phase 2 Design-Build Contractor. References in this Schedule 17 to Sub-Contractors includes sub-contractors of any tier. For the purposes of this Schedule 17, Part 1, “RTD” shall mean RTD, in its capacity as a Project participant, not for matters arising solely as a result of its capacity as an operator of motor vehicles.

1. **Concessionaire shall secure, purchase and maintain at its own expense, the following types of insurance coverages and limits of liability.**

1.1 Workers’ Compensation and Employer’s Liability Insurance

(a) Scope of Coverage

(i) Operations- Work forming part of the Phase 2 Work

(ii) Limits

(1) Workers’ Compensation

Statutory

(2) Employer’s Liability

\$1,000,000	Each Employee- Bodily Injury by Accident
\$1,000,000	Each Employee- Bodily Injury by Disease
\$1,000,000	Bodily Injury by Accident or Disease- Any One Accident

1.2 Commercial General Liability

(a) Coverage shall on an occurrence form providing no less coverage than a standard ISO CG 00 01 Commercial General Liability insurance policy including the hazards of explosion, collapse and underground coverage, subsidence, independent contractors, employees as insureds, products/completed operations, contractual liability coverage, broad form property damage (including completed operations of Sub-Contractors), severability of interest; personal and advertising injury liability coverage, and premises operations (extended to include warranty or repair work for five (5) years after project completion).

(b) Scope of Coverage

(i) Operations

(ii) Limits

\$1,000,000	Bodily Injury and Property Damage Combined Single Limit each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate

(c) Coverage Requirements

- (i) The Products and Completed Operations Aggregate is for the term of the policy period including the five (5) year extended Products and Completed Operations period that will be activated upon completion of the project
- (ii) Defense shall be in addition to the limits
- (iii) Coverage shall be primary for all occurrences at the Site
- (iv) The General Aggregate coverage limits shall be per project general aggregate
- (v) Coverage shall not contain a damage to work performed by Sub-Contractors clause (CG 22 94 or similar)

1.3 Commercial Automobile Liability Insurance

(a) Concessionaire shall provide at their own expense, Automobile Liability Insurance for claims arising from the Ownership, Maintenance, or use of a motor vehicle, at, upon, or away from the Site.

(b) Scope of Coverage

(i) Limits

\$1,000,000	Combined Single Limit for Bodily Injury and Property Damage
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(c) Coverage Requirements

- (i) Coverage shall include all owned, non-owned, and hired automobiles used in connection with the Work
- (ii) If hauling of hazardous waste is part of the Project, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

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- (iii) If CGL 12/04 or later edition is provided, the CA0051 1204: Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.
- (iv) HPTE, CDOT and RTD shall be listed as Additional Insureds
- (v) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT and RTD.

**1.4 Umbrella/Excess Liability Insurance**

- (a) Coverage shall be liability coverage in excess of Primary Commercial General Liability and Employer's Liability coverages
- (b) Scope of Coverage
  - (i) Operations
  - (ii) Limits

\$ 5,000,000	Each Occurrence
\$ 5,000,000	General Aggregate

- (c) Coverage Requirements
- (d) The Concessionaire's policy may be the same policy put in place under Part 2 Section 1.5(b)(ii) of this Schedule.

Follow form to the Primary Commercial General Liability and Employer's Liability coverage.

**1.5 Professional Liability Insurance**

- (a) If providing professional services, Concessionaire shall provide and maintain, or cause to be provided and maintained, a Project Professional Liability insurance policy, which shall be a Project-specific policy. Concessionaire may satisfy the Professional Liability insurance requirement through Contractor or a Sub-Contractor. Concessionaire need not appear as an insured under any such policy.
- (b) Scope of Coverage
  - (i) Limits

If the Concessionaire carries out design services in-house:

\$10,000,000	Each Claim
\$10,000,000	General Aggregate

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If design services are carried out by professional engineering firms:

\$5,000,000	Each Claim
\$5,000,000	General Aggregate

If design services are carried out by Contractor or Sub-Contractors who are not professional engineering firms:

\$2,000,000	Each Claim
\$2,000,000	General Aggregate

(c) Coverage Requirements

- (i) Coverage shall be maintained in full force and effect for a period of five (5) years after the Final Acceptance date of the Project or ten (10) years from the inception of the policy, whichever period is shorter.
- (ii) The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Scope
- (iii) Deductible shall be the responsibility of Concessionaire and shall be no greater than \$500,000 or amount as accepted by HPTE in writing in its absolute discretion.

2. Insurance Requirements – Concessionaire’s Construction Contractor shall secure, purchase and maintain at its own expense, the following types of insurance coverages and limits of liability.

2.1 Workers’ Compensation and Employer’s Liability Insurance

(a) Worker’s Compensation Insurance and Employer’s Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker’s Compensation laws of any applicable jurisdiction in which the Scope is to be performed.

(b) Scope of Coverage

- (i) Limits

(c) Workers’ Compensation

Statutory

- (i) Employer’s Liability

\$1,000,000	Each Employee- Bodily Injury by Accident
\$1,000,000	Each Employee- Bodily Injury by Disease
\$1,000,000	Bodily Injury by Accident or Disease- Any

**EXECUTION VERSION**

	One Accident
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- (ii) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD and Concessionaire

**2.2 Commercial General Liability Insurance**

- (a) Commercial General Liability Insurance (“CGL”) written on ISO form CG 00 01 **occurrence form** or equivalent for hazards of: (a) Operations, (b) Sub-Contractors and Independent Contractors, (c) Products and Completed Operations

- (b) Scope of Coverage

- (i) Limits

\$1,000,000	Bodily Injury and Property Damage Combined Single Limit each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate

- (c) Coverage Requirements

- (i) Contractual Liability

- (ii) To the extent of Sub-Contractors indemnity obligations contained in its subcontract, HPTE, CDOT, RTD and Concessionaire shall be listed as Additional Insured and must state that the coverage provided is primary and any other insurance available to the additional insureds shall be excess and non-contributory

- (iii) Coverage shall be maintained (completed operations including completed additional insured coverage) for five (5) years

- (iv) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD and Concessionaire.

**2.3 Commercial Automobile Liability Insurance**

- (a) Contractor shall provide at their own expense, Automobile Liability Insurance for claims arising from the Ownership, Maintenance, or use of a motor vehicle, at, upon, or away from the Site.

- (b) Scope of Coverage

- (i) Limits

**EXECUTION VERSION**

\$1,000,000	Combined Single Limit for Bodily Injury and Property Damage
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(c) Coverage Requirements

- (i) Coverage shall include all owned, non-owned, and hired automobiles used in connection with the Work
- (ii) If hauling of hazardous waste is part of the Project, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).
- (iii) If CGL 12/04 or later edition is provided, the CA0051 1204: Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.
- (iv) HPTE, CDOT, RTD and Concessionaire shall be listed as Additional Insureds
- (v) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD and Concessionaire

2.4 Umbrella/Excess Liability Insurance

(a) Coverage shall be liability coverage in excess of Primary Commercial General Liability and Employer’s Liability coverages and Automobile Liability coverage for On-Site and Off-Site operations in accordance with liability coverage.

(b) Scope of Coverage

(i) Limits

\$25,000,000	Each Occurrence
\$25,000,000	General Aggregate

(c) Coverage Requirements

- (i) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD and Concessionaire
- (ii) HPTE, CDOT, RTD and Concessionaire shall be listed as Additional Insureds

2.5 Pollution Liability

(a) Coverage for liability arising from pollution releases during construction work. Coverage for the liability of the Insureds during the process of construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil and or asbestos abatement. The policy shall be a Project-specific policy and shall

**EXECUTION VERSION**

include coverage for on-site and off-site bodily injury and loss or damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, including no exclusion for mold or asbestos.

(b) Scope of Coverage

- (i) Operations- Phase 2 Work by Concessionaire, Contractors and all Lower Tier Subcontractors.
- (ii) Insureds- HPTE, CDOT, RTD, Concessionaire, Contractors and all Lower Tier Subcontractors.
- (iii) Limits

\$10,000,000	Each Occurrence
\$10,000,000	Aggregate

(c) Coverage Requirements

- (i) Coverage shall be maintained in full force and effect for a period of five (5) years after the date of Phase 2 Work Completion
- (ii) Policy shall include defense and clean-up costs
- (iii) Deductible shall be no greater than \$75,000 unless otherwise agreed by HPTE in writing in its absolute discretion.

2.6 Builders Risk

- (a) All Risk coverage to protect against physical loss or damage to the work or any part thereof to be permanently incorporated into the work
- (b) Scope of Coverage
  - (i) Operations- Phase 2 Work by enrolled and un-enrolled Sub-Contractors
  - (ii) Insured- HPTE, CDOT, RTD Concessionaire, Contractor and all Lower Tier Subcontractors enrolled and un-enrolled Sub-Contractors
  - (iii) Limits

<p>In the amount of Probable Maximum Loss (no less than \$25,000,000.) value at all times including any subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for entire project at the site on a replacement cost basis without optional deductibles.</p> <p>Sub-limits are allowed for the catastrophic perils of earthquake, windstorm and flood, subject to HPTE's approval (not to be unreasonably withheld).</p>
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(c) Coverage Requirements

- (i) All Risk including but not limited to the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, surface water, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss
- (ii) policy must cover for loss of income/delayed startup of Toll revenue collection
- (iii) If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall not exceed \$100,000, except for:
  - (1) storm, hail and tornado, where the deductible shall not exceed \$350,000
  - (2) other natural hazards, where the deductible limit shall not exceed \$200,000
- (iv) This property insurance shall cover portions of the Phase 2 Work stored off the Site, and also portions of the Phase 2 Work in transit to the Site.
- (v) Insurance must include coverage for partial use

2.7 Railroad Protective

- (a) Liability Coverage for railroad companies. Coverage is only required if there are any works next to or over railroad assets.
- (b) Scope of Coverage
  - (i) Operations- Phase 2 Work of all Contractors and Lower Tier Sub-Contractors performed on the Site
  - (ii) Insured- Railroad Company ( must determine)
  - (iii) Limits

\$2,000,000	Each Occurrence
\$6,000,000	In the Aggregate

2.8 Riggers Liability Coverage

- (a) If the scope of the Phase 2 Work involves the rigging, hoisting, lowering, raising or moving of property or equipment belonging to others and Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment

2.9 Lease Employee Liability



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If the Concessionaire, Contractors or any Lower Tier Sub-Contractor utilizes services of a leased employee they must ensure that appropriate workers compensation coverage is carried and a Certificate of Insurance is provided.

**3. Insurance Requirements – Coverage to be provided by all lower tier subcontractors**

3.1 All Lower Tier Subcontractor provided coverages

3.2 Workers' Compensation and Employer's Liability Insurance

(a) Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed.

(b) Scope of Coverage

(i) Limits

(1) Workers' Compensation

Statutory

(2) Employer's Liability

\$1,000,000	Each Employee- Bodily Injury by Accident
\$1,000,000	Each Employee- Bodily Injury by Disease
\$1,000,000	Bodily Injury by Accident or Disease- Any One Accident

(c) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD, Concessionaire and Subcontractor.

3.3 Commercial General Liability Insurance

(a) Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01 **occurrence form** or equivalent for hazards of: (a) Construction Operations, (b) Sub-Contractors and Independent Contractors, (c) Products and Completed Operations

(b) Scope of Coverage

(i) Limits

\$1,000,000	Bodily Injury and Property Damage Combined Single Limit each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations

	Aggregate
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(c) Coverage Requirements (for Lower Tier Sub-Contractors)

- (i) Contractual Liability coverage (including defense costs and attorney’s fees assumed under the contract, which shall be payable in addition to the limit of liability);
- (ii) HPTE, CDOT, RTD, Concessionaire and Contractor shall be listed as Additional Insured and must state that the coverage provided is primary and any other insurance available to the additional insureds shall be excess and non-contributory; and
- (iii) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD, Concessionaire and Contractor.

3.4 Commercial Automobile Liability Insurance

(a) All Lower Tier Sub-Contractors shall provide, at their own expense, Automobile Liability Insurance for claims arising from the Ownership, Maintenance, or use of a motor vehicle, at, upon, or away from the Site.

(b) Scope of Coverage

(i) Limits

\$1,000,000	Combined Single Limit for Bodily Injury and Property Damage
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(c) Coverage Requirements

- (i) Coverage shall include all owned, non-owned, and hired automobiles used in connection with the Work
- (ii) If hauling of hazardous waste is part of the Project, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).
- (iii) If CGL 12/04 or later edition is provided, the CA0051 1204: Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.
- (iv) HPTE, CDOT, RTD, Concessionaire and Contractor shall be listed as Additional Insureds
- (v) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD, Concessionaire and Contractor.

3.5 Umbrella/Excess Liability Insurance

(a) Coverage shall be liability coverage in excess of Primary Commercial General Liability, Employer's Liability coverage, and Automobile Liability coverage

(b) Scope of Coverage

(i) Operations- Work of Lower Tier Sub-Contractors performed in connection with this Agreement

(ii) Limits

\$ 2,000,000	Each Occurrence
\$ 2,000,000	General Aggregate

(c) Coverage Requirements

(i) HPTE, CDOT, RTD, Concessionaire and Contractor shall be listed as Additional Insureds

(ii) shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD, Concessionaire and Contractor

SCHEDULE 17

Insurance Requirements

Part 2 – Insurance Requirements applicable to the Services

All dollar amounts referred to in in this Part are Indexed.

1. **Insurance by the Concessionaire (and where specified the Operating Contractor and other Sub-Contractors) in relation to the Services**

1.1 Property Risk and Business Interruption

- (a) property insurance at replacement cost, covering loss, damage or destruction to equipment (other than equipment which does not form part of the Managed Lanes which is insured by the Operation Sub-Contractor under Section 2.7 below) or structures forming part of or used in conjunction with the Managed Lanes, including improvements and betterments.
- (b) All Risk coverage to protect against physical loss or damage to the Managed Lanes or any part thereof
- (c) Scope of Coverage
  - (i) Operations- the provision of the Services, including all operation and maintenance activities
  - (ii) Insured- Concessionaire with HPTE, CDOT and RTD as loss payees (other than in relation to business interruption insurance proceeds where the loss payee shall be the Concessionaire). The Operation Sub-Contractor will have a separate policy in respect of property damage to equipment which it owns or leases which is used in conjunction with the Managed Lanes or the performance of duties under this Contract.
  - (iii) Limits

The limits of such coverage may be based on a maximum foreseeable loss analysis, subject to HPTE's approval of such maximum foreseeable loss analysis by an independent third party that is reasonably acceptable to HPTE, with such approval of HPTE not to be unreasonably withheld.
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- (d) Coverage Requirements
  - (i) insurance against all risks including (with extended coverage) and physical loss or damage including, without duplication of coverage, fire, accidents, theft, vandalism, malicious mischief, collapse, earthquake, flood, surface water, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss
  - (ii) Insurance must include coverage for partial use

**EXECUTION VERSION**

- (iii) Business Interruption arising out of the insured perils: minimum period covered to be 1 year from the occurrence of the damage to any part of the Managed Lanes or any relevant feeder roads
- (iv) HPTE, or any other party as required by the Contract, is to be named as loss payee.
- (v) If the insurance requires fixed deductibles, the Concessionaire shall pay costs not covered because of such deductibles. No deductible shall exceed \$250,000 save that:
  - (1) Natural Hazards: deductible not to exceed \$400,000
  - (2) business interruption: not to exceed 14 days' revenue save for business interruption for natural hazards where the deductible is not to exceed 30 days' loss of revenue unless a greater deductible is approved by HPTE in its absolute discretion.

1.2 Workers' Compensation and Employer's Liability Insurance

(a) Scope of Coverage

- (i) Operations- Performance of the Services by the Concessionaire and the Operation Sub-Contractor
- (ii) Insured – Each of the Concessionaire and the Operation Sub-Contractor will have its own Workers' Compensation and Employer's liability insurance complying with these requirements.

(b) Limits

- (i) Workers' Compensation  
Statutory
- (ii) Employer's Liability

\$1,000,000	Each Employee- Bodily Injury by Accident
\$1,000,000	Each Employee- Bodily Injury by Disease
\$1,000,000	Bodily Injury by Accident or Disease- Any One Accident

1.3 Commercial General Liability

- (a) Coverage shall on an occurrence form providing no less coverage than a standard ISO CG 00 01 Commercial General Liability insurance policy including the hazards of explosion, collapse and underground coverage, subsidence, independent contractors, employees as insureds, products/completed operations, contractual liability coverage, broad form property damage (including completed operations of Sub-Contractors), severability of interest; personal and advertising injury liability coverage, and premises operation.

**EXECUTION VERSION**

(b) Scope of Coverage

- (i) Operations- Work of the Concessionaire and the Operation Sub-Contractor performing the Services
- (ii) Insureds – each of the Concessionaire and the Operation Sub-Contractor shall have a policy complying with these requirements.
- (iii) Additional Insureds – HPTE, CDOT and RTD shall be additional insureds on the policies of each of the Concessionaire and the Operation Sub-Contractor.
- (iv) Limits

\$2,000,000	Bodily Injury and Property Damage Combined Single Limit each Occurrence
\$4,000,000	General Aggregate

(c) Coverage Requirements

- (i) Defense shall be in addition to the limits
- (ii) Coverage all be primary for all occurrences at the Site
- (iii) The General Aggregate coverage limits shall be per location general aggregate
- (iv) Coverage shall not contain a damage to work performed by Sub-Contractors clause ( CG 22 94 or similar)
- (v) Personal Injury Liability
- (vi) Perils of Explosion, Collapse, & Underground (XCU)
- (vii) Additional Insured coverage must be primary and non-contributory
- (viii) No separation of insured exclusion between insureds and additional insureds
- (ix) No subsidence exclusion
- (x) No damage to work performed by subcontractor exclusion ( CG 22 94 or similar)

1.4 Commercial Automobile Liability Insurance ( For On-Site and Off-Site Operations)

(a) Concessionaire shall provide and cause all Sub-Contractors to provide, at their own expense, Automobile Liability Insurance for claims arising from the Ownership, Maintenance, or use of a motor vehicle, at, upon, or away from the Managed Lanes.

(b) Scope of Coverage

- (i) Limits

\$1,000,000	Combined Single Limit for Bodily Injury and
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	Property Damage
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(c) Coverage Requirements

- (i) Coverage shall include all owned, non-owned, and hired automobiles used in connection with the Work
- (ii) If hauling of hazardous waste is part of the Project, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).
- (iii) If CGL 12/04 or later edition is provided, the CA0051 1204: Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.
- (iv) HPTE, CDOT, RTD, and Concessionaire (for Sub-Contractors) shall be listed as Additional Insureds.
- (v) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD and Concessionaire (for Sub-Contractors).

1.5 Umbrella/Excess Liability Insurance

- (a) Coverage shall be liability coverage in excess of Primary Commercial General Liability and Employer's Liability and Automotive coverages
- (b) Scope of Coverage
  - (i) Operations- Work of the Concessionaire the Operation Sub-Contractor Performing the Services.
  - (ii) Insureds – Each of the Concessionaire and the Operation Sub-Contractor shall have a policy complying with these requirements. The Concessionaire's policy may be the same policy put in place under Part 1 Section 1.4 of this Schedule.
  - (iii) Additional insureds: HPTE, CDOT and RTD shall be additional insureds on the policies of each of the Concessionaire and the Operation Sub-Contractor.
  - (iv) Limits

\$50,000,000	Each Occurrence
\$50,000,000	General Aggregate

1.6 Pollution Liability

- (a) Coverage for liability arising from pollution releases during performance of the Services. Coverage for the liability of the Insureds during the process of construction, removal, storage, encapsulation, transport and disposal of hazardous waste and

**EXECUTION VERSION**

contaminated soil and or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, including no exclusion for mold or asbestos.

(b) Scope of Coverage

- (i) Operations- Work by Concessionaire and the Operation Sub-Contractor performing the Services
- (ii) Insureds- HPTE, CDOT, RTD, Concessionaire the Operation Sub-Contractor
- (iii) Limits

\$10,000,000	Each Occurrence
\$10,000,000	Aggregate

(c) Coverage Requirements

- (i) Policy shall include defense and clean-up costs
- (ii) Deductible shall be no greater than \$75,000 unless otherwise agreed by HPTE in writing in its absolute discretion.

1.7 Commercial Crime

- (a) Nature of policy: Commercial Crime coverage covering employee dishonesty involving money, theft, disappearance, and destruction of money and securities.
- (b) Insureds: each of the Concessionaire, the Operations Sub-Contractor and any Sub-Contractor handling money shall each be insured under a policy or policies complying with these requirements.
- (c) Minimum limits of cover:  
\$4,000,000
- (d) Policy coverage terms and conditions to include endorsement to cover inside or outside theft.
- (e) Policy coverage terms and conditions to include certificate must clearly identify that coverage applies in the State of Colorado.

1.8 Leased Employee Liability

If the Concessionaire or any Sub-Contractor utilizes services of a leased employee they must ensure that appropriate workers' compensation coverage is carried and a Certificate of Insurance is provided.

1.9 Equipment Floater



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Concessionaire and Operation Sub-Contractor shall maintain at its sole cost and expense insurance to protect its own equipment, tools and materials against risk of loss with sufficient limits to cover the value of all of the equipment, tools and materials Concessionaire may use in performance of the Work. Coverage shall include equipment leased/borrowed/rented by Concessionaire.

**2. Insurance Requirements – Coverage to be provided by contractors engaged by the Concessionaire or the Operation Sub-Contractors for performance of any part of the Services**

2.1 Subcontractor provided coverages

(a) Paragraph 2 outlines coverages required by other Sub-Contractors.

2.2 Workers' Compensation and Employer's Liability Insurance

(a) Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed.

(b) Scope of Coverage

(i) Limits

(1) Workers' Compensation

Statutory

(1) Employer's Liability

\$1,000,000	Each Employee- Bodily Injury by Accident
\$1,000,000	Each Employee- Bodily Injury by Disease
\$1,000,000	Bodily Injury by Accident or Disease- Any One Accident

(c) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD, and Concessionaire

2.3 Commercial General Liability Insurance

(a) Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01 occurrence form or equivalent for hazards of: (a) Construction Operations, (b) Sub-Contractors and Independent Contractors, (c) Products and Completed Operations

(b) Scope of Coverage

(ii) Limits

\$1,000,000	Bodily Injury and Property Damage Combined Single Limit each Occurrence
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**EXECUTION VERSION**

\$2,000,000	General Aggregate
\$2,000,00	Products and Completed Operations Aggregate

(c) Coverage Requirements

- (i) Contractual Liability Coverage
- (ii) HPTE, CDOT, RTD and Concessionaire shall be listed as Additional Insured and must state that the coverage is provided is primary and any other insurance available to the additional insureds shall be excess and non-contributory
- (iii) Coverage shall be maintained ( completed operations including completed additional insured coverage) for the statute of repose – eight (8) years
- (iv) Coverage shall include a waiver of subrogation, by the insurer in favor of HPTE, CDOT, RTD and Concessionaire

2.4 Commercial Automobile Liability Insurance

(a) All Sub-Contractors shall provide, at their own expense, Automobile Liability Insurance for claims arising from the Ownership, Maintenance, or use of a motor vehicle, at, upon, or away from the Site.

(b) Scope of Coverage

- (i) Limits

\$1,000,000	Combined Single Limit for Bodily Injury and Property Damage
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(c) Coverage Requirements

- (i) Coverage shall include all owned, non-owned, and hired automobiles used in connection with the Work
- (ii) If hauling of hazardous waste is part of the Project, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).
- (iii) If CGL 12/04 or later edition is provided, the CA0051 1204: Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.
- (iv) HPTE, CDOT, RTD and Concessionaire shall be listed as Additional Insureds
- (v) Coverage shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD and Concessionaire

2.5 Umbrella/Excess Liability Insurance

**EXECUTION VERSION**

- (a) Coverage shall be liability coverage in excess of Primary Commercial General Liability, Employer's Liability coverage, and Automobile Liability coverage
- (b) Scope of Coverage
  - (i) Operations- Work of Sub-Contractors performed in connection with this Agreement
  - (ii) Limits

\$5,000,000	Each Occurrence
\$5,000,000	General Aggregate

Provided that if the Concessionaire considers a lower limit of liability is appropriate having regard to the activities of a particular Sub-Contractor then the Concessionaire may seek HPTE's approval (in its absolute discretion) for a lower limit of liability.

- (c) Coverage Requirements
  - (i) HPTE, CDOT, RTD and Concessionaire shall be listed as Additional Insureds
  - (ii) shall include a waiver of subrogation by the insurer in favor of HPTE, CDOT, RTD and Concessionaire

**2.6 Professional Liability Insurance**

- (a) If providing professional services, Sub-Contractors shall provide and maintain Professional Liability Insurance coverage
- (b) Scope of Coverage
  - (i) Limits

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate

- (c) Coverage Requirements
  - (i) Coverage shall be maintained in full force and effect for a period of five (5) years after the Final Acceptance date of the Project
  - (ii) The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Scope
  - (iii) Policy shall include coverage for contractual liability
  - (iv) Deductible shall be the responsibility of Concessionaire or Subcontractor and shall be no greater than \$1,000,000 or other amount as accepted by HPTE in writing in its absolute discretion.

2.7 Equipment Floater Coverage

- (a) Sub-Contractors shall maintain at their sole cost and expense insurance to protect their own equipment, tools and materials against risk of loss with sufficient limits to cover the value of all of the equipment, tools and materials party may use in performance of the Phase 2 Work. Subcontractor is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of obligations of this paragraph. Coverage shall include equipment leased/borrowed/rented by party providing the insurance.

2.8 Riggers Liability Coverage

- (a) If the scope of the Phase 2 Work involves the rigging, hoisting, lowering, raising or moving of property or equipment belonging to others and Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment

2.9 Lease Employee Liability

If the Concessionaire or any Sub-Contractor utilizes services of a leased employee they must ensure that appropriate workers compensation coverage is carried and a Certificate of Insurance is provided.

SCHEDULE 17

Insurance Requirements

**Part 3 –Requirements applicable to insurance policies for both the Phase 2 Works and for the Services**

**1. Coverage of HPTE, CDOT and RTD**

In all cases where HPTE, CDOT, and/or RTD are to be named insureds or additional insureds, their coverage shall be primary and non-contributory to any insurance which either of them may maintain, and this shall be stated on the Certificate of Insurance.

**2. Proof of Coverage**

Where required in accordance with Section 37 of the Contract the Concessionaire will furnish certificates of insurance to show that the Required Insurances are in force, stating

- (a) policy numbers,
- (b) dates of expiration,
- (c) limits of liability and
- (d) coverages
- (e) and such certificates will clearly denote HPTE, CDOT and RTD as named or additional insureds to the extent required by this Contract. The appropriate endorsements evidencing coverage shall be attached to the certificate. In addition, the Concessionaire will provide HPTE, within 10 Business Days of HPTE's request therefore, duplicate copies of each insurance policy.

**3. Notice of Cancellation**

All Required Insurances must provide, and Concessionaire must certify that they will provide, that HPTE will receive 30 days advance notice of any cancellation (except 10 days for non-payment).

**4. Unintended and/or Inadvertent error**

Required Insurances shall be endorsed to the effect that the named insureds will not be prejudiced by an unintended and/or inadvertent error, omission or mis-description in respect of

- (a) the risk,
- (b) the interest in property insured under the policies, or
- (c) declaration of values.

**5. Claims-Made Policies**

Except for Professional Liability Insurance all liability policies must be on the basis of occurrences forms. Claims-made policies are not acceptable.

**6. Other Provisions**

- 6.1 All policies are to be written through companies duly entered, approved or authorized to transact that class of insurance in the State of Colorado. The Insurance Companies must have an A.M. Best rating of A- or better in the most recent Best's Key Rating Guide; provided, however, that a Standard & Poor's rating of A+/stable shall be permitted for Transfield Services to the extent such policy remains written by Zurich Australia Limited.
- 6.2 Approval, disapproval or failure to act by HPTE regarding any insurance supplied by the Concessionaire shall not relieve the Concessionaire of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Concessionaire from liability.