

## EXHIBIT 14

### INSURANCE COVERAGE REQUIREMENTS

#### 1. Builder's Risk Insurance During Construction

At all times during the period from the commencement of Construction Work until Final Acceptance, DB Contractor shall procure and keep in force a policy of builder's risk insurance as specified below.

(a) The policy shall provide coverage for "all risks" of direct physical loss or damage to the portions or elements of the Project under construction, excluding terrorism but including the perils of earthquake, earth movement, flood, storm, tempest, windstorm, hurricane, and tornado and subsidence; shall contain extensions of coverage that are typical for a project of the nature of the Project; and shall contain only those exclusions that are typical for a project of the nature of the Project.

(b) The policy shall cover (i) all property, roads, buildings, structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or related to the portions or elements of the Project under construction, and the works of improvement, including permanent and temporary works and materials, and including goods intended for incorporation into the works located at the Site, in storage, including off-site storage, or in the course of inland transit on land to the Site, and (ii) unless covered by commercial general liability insurance pursuant to Section 2 of this Exhibit 14, all existing property and improvements that are within the construction work zone or are or will be affected by the construction Work, including a sublimit not less than \$2,500,000 for existing property in the construction work zone.

(c) The policy shall provide coverage per occurrence up to the full replacement cost of the covered property loss, including a sublimit acceptable to TxDOT for demolition and debris removal, without risk of co-insurance; provided, however, that the policy may also include the following sublimits: (i) for earth movement and flood, not less than \$5,000,000 per occurrence and \$10,000,000 aggregate; (ii) for the peril of Named Windstorm, not less than \$10,000,000; (iii) for building ordinance compliance, not less than \$5,000,000; (iv) for "soft cost expense," not less than \$5,000,000; and (v) for professional fees, a sublimit acceptable to TxDOT but not less than \$1,000,000.

(d) TxDOT shall be named as additional insured on the policy. DB Contractor also may, but is not obligated to, include other Subcontractors as insureds. The policy shall be written so that no act or omission of any insured shall vitiate coverage of the other insureds. DB Contractor shall be named as the named insured under the policy.

(e) The policy shall include coverage for (i) foundations, including pilings, but excluding normal settling, shrinkage, or expansion; (ii) physical damage resulting from machinery accidents but excluding normal and natural wear and tear, corrosion, erosion, inherent vice or latent defect in the machinery; (iii) plans, blueprints and specifications; (iv) physical

damage resulting from faulty work or faulty materials, but excluding the cost of making good such faulty work or faulty materials; (v) physical damage resulting from design error or omission but excluding the cost of making good such design error or omission; (vi) demolition and debris removal coverage; (vii) the increased replacement cost due to any change in applicable codes or other Laws; (viii) expense to reduce loss; (ix) building ordinance compliance, with the building ordinance exclusion deleted; and (x) “soft cost expense” (including costs of Governmental Approvals, mitigation costs, attorneys’ fees, and other fees and costs associated with such damage or loss or replacement thereof).

(f) The policy shall provide a deductible or self-insured retention not exceeding \$1,000,000 per occurrence.

## 2. Commercial General Liability Insurance

At all times during the performance of the Work, DB Contractor shall procure and keep in force in its own name, or cause to be procured and kept in force in its name, commercial general liability insurance as specified below. During any period in which DB Contractor, at its election, maintains in effect builder’s third party liability insurance pursuant to Section 3 of this Exhibit 14, the commercial general liability insurance policy need not duplicate the builder’s third party liability insurance coverage.

(a) The policy shall be written on an occurrence basis in form reasonably acceptable to TxDOT. The policy shall contain extensions of coverage that are typical for a project of the nature of this Project, and shall contain only those exclusions that are typical for a project of the nature of this Project.

(b) The policy shall insure against the legal liability of the DB Contractor and the insureds named in Section 2(d), relating to claims by third parties for accidental death, bodily injury or illness, property damage, personal injury and advertising injury, and shall include the following specific coverages:

(i) Contractual liability;

(ii) Premises/operations;

(iii) Independent contractors;

(iv) Products and completed operations (with acknowledgement that the Project constitutes the premises and not a product), with coverage to remain in place post-completion for 10 years or through the applicable statute of limitations or repose period;

(v) Broad form property damage, providing the same coverage as ISO form CG 00 01 04 13 provides;

(vi) Hazards commonly referred to as “XCU”, including explosion, collapse and underground property damage;

- (vii) Fellow employee coverage for supervisory personnel;
- (viii) Incidental medical malpractice;
- (ix) No exclusion for work performed within 50 feet of a railroad;

(x) Policy shall contain no exclusion for claims arising from Professional Services, including engineering, architecture and surveying, with regard to any claims related to (A) DB Contractor's supervision, coordination, management, scheduling of the Project or other similar services or (B) the products and completed operations coverage. In lieu of complying with this requirement, DB Contractor may show proof of Contractor's Professional Liability Insurance with a limit of at least \$10,000,000 per claim and aggregate. If this requirement is met through provision of Contractor's Professional Liability Insurance, such coverage shall be carried for the Project Term and for 5 years thereafter, however, in no event shall this requirement extend beyond 10 years total;

(xi) Broad named insured endorsement; and

(xii) Non-owned automobile liability, unless covered by the automobile liability policy pursuant to Section 4 of this Exhibit 14.

(c) The policy shall have limits of not less than \$50,000,000 per occurrence and in the aggregate per policy period. Such limits may be provided through umbrella insurance and shall be shared by all insured and additional insured parties and shall reinstate annually, and may be included in an umbrella insurance combined with such other insurance that this Exhibit 14 stipulates may be similarly included.

(d) TxDOT, the Indemnified Parties and the City of Austin (with regard to the coverage provided to the City of Austin, only in connection with work on the part of the shared use path located on City of Austin property) shall be named as additional insureds, using ISO Forms CG 20 33 07 04 and CG 20 37 07 04 or their equivalents. The policy shall be written so that no act or omission of a named insured shall vitiate coverage of the other additional insureds.

(e) The policy shall provide one of the following, as DB Contractor selects:

(i) A deductible or self-insured retention not exceeding \$250,000 per occurrence; or

(ii) A deductible (but not self-insured retention) of \$1,000,000 per occurrence but only if the primary policy and any excess policy are written to obligate the insurers to compensate the claimant on a first dollar basis.

### 3. Builder's Third Party Liability Insurance

During any period in which Construction Work is performed, DB Contractor, at its election, may procure and keep in effect builder's third party liability insurance, as specified below, in lieu of commercial general liability insurance coverage for construction activities (but DB Contractor shall maintain commercial general liability insurance coverage for all non-construction-related activities).

(a) The policy shall insure against liability to third parties for accidental death, bodily injury or illness, property damage, personal injury and advertising injury, arising out of the construction work or other work of construction or the improvements under construction. The policy shall contain extensions of coverage that are typical for a project of the nature of the Project, and shall contain only those exclusions that are typical for a project of the nature of the Project.

(b) DB Contractor shall continue the policy in effect for not less than the applicable Warranty Term.

(c) The policy shall otherwise include the same provisions as described for the commercial general liability insurance under Sections 2(b) through (e) of this Exhibit 14.

### 4. Automobile Liability Insurance

At all times during the performance of the Work, DB Contractor shall procure and keep in force comprehensive, business, or commercial automobile liability insurance as specified below.

(a) Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance or use of all owned, non-owned and hired vehicles connected with performance of the Work, including loading and unloading. The policy shall contain extensions of coverage that are typical for a project of the nature of the Project, and shall contain only those exclusions that are typical for a project of the nature of the Project.

(b) DB Contractor shall be the named insured under its automobile liability policy, and the City of Austin shall be named as an additional insured (with regard to the coverage provided to the City of Austin, only in connection with work on the part of the shared use path located on City of Austin property).

(c) DB Contractor's policy shall have a single limit per policy period of not less than \$50,000,000 any one claim and in the aggregate, and may be included in an umbrella insurance combined with such other insurance that this Exhibit 14 stipulates may be similarly included.

(d) Each policy shall provide a deductible or self-insured retention not exceeding \$250,000 per occurrence.

## 5. Pollution Liability Insurance

DB Contractor shall procure and maintain during the Term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by DB Contractor, its agents, representatives, employees or subcontractors. Coverage shall be at least broad as:

(a) Contractors Pollution Liability with coverage for losses caused by pollution conditions that arise from the operations of the DB Contractor described under the scope of services of this DBA:

(i) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; medical monitoring,

(ii) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

(iii) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

(iv) Non-owned Disposal Site coverage for specified sites (by endorsement) if contractor is disposing of waste(s).

(b) Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of Covered Operations.

(c) Contractor's Pollution Liability (occurrence form): DB Contractor shall maintain limits no less than \$10,000,000 per occurrence/\$10,000,000 aggregate for the term of the DBA.

(d) The policy shall provide a deductible or self-insured retention not exceeding \$250,000 per occurrence.

(e) TxDOT and the City of Austin shall be named as additional named insureds on the policy (with regard to the coverage provided to the City of Austin, only in connection with work on the part of the shared use path located on City of Austin property). The specific scope of services required under the DBA shall be listed on the certificate of insurance.

## 6. Professional Liability Insurance

At all times that Professional Services are rendered under the DBA respecting design and construction of the Project until five years after the Professional Services have concluded for the Project, DB Contractor shall procure and keep in force, or cause others to procure and keep in

force, professional liability insurance; provided, however, that the total term of such professional liability coverage need not extend beyond ten (10) years. Such professional liability insurance may be procured and maintained through either (i) a Project-specific professional liability insurance policy covering the Lead Designer and all other Professional Service firms performing work on the Project, or (ii) individual practice policies covering each Professional Service firm as specified in subparagraphs (a), (b), and (c) below. If DB Contractor chooses to procure and maintain a Project-specific professional liability policy as allowed for above, it must have minimum limits of \$10,000,000 per claim and in the aggregate, written for the entire 10-year period, and a deductible or self-insured retention of no greater than \$1,000,000 per claim. If DB Contractor chooses to allow each Professional Service firm to carry its own professional liability insurance, DB Contractor must provide TxDOT with proof of coverage from each such firm as follows:

(a) for those firms with an estimated contract value of \$5,000,000 or more, an annual practice policy with a limit of \$10,000,000 per claim and in the aggregate, and a deductible or self-insured retention of no greater than \$1,000,000 per claim;

(b) for those firms with an estimated contract value of \$2,000,000 or greater but less than \$5,000,000, an annual practice policy with a limit of \$5,000,000 per claim and in the aggregate, and a deductible or self-insured retention of no greater than \$250,000 per claim; and

(c) for those firms with an estimated contract value of below \$2,000,000, an annual practice policy with a limit of \$2,000,000 per claim and in the aggregate, and a deductible or self-insured retention of no greater than \$100,000 per claim.

Any insurance policy listed in subparagraphs (a), (b) and (c) must be continuously carried for the period of Professional Services and five years thereafter, but in no event longer than 10 years.

## 7. Workers' Compensation Insurance

At all times when Work is being performed by any employee of DB Contractor, DB Contractor shall procure and keep in force, or cause to be procured and kept in force, a policy of workers' compensation insurance for the employee in conformance with applicable Law. DB Contractor shall be the named insured on these policies. The workers' compensation insurance policy shall contain the following endorsements:

- (a) A voluntary compensation endorsement;
- (b) An alternative employer endorsement; and
- (c) An endorsement extending coverage to all states operations on an "if any"

basis.

## 8. Employer's Liability Insurance

At all times during the performance of the Work, DB Contractor shall procure and keep in force, or cause to be procured and kept in force, employer's liability insurance as specified below.

(a) The policy shall insure against liability for death, bodily injury, illness or disease for all employees of DB Contractor working on or about any Site or otherwise engaged in the work.

(b) DB Contractor shall be the named insured, and the City of Austin shall be named as an additional insured (with regard to the coverage provided to the City of Austin, only in connection with work on the part of the shared use path located on City of Austin property).

(c) The policy shall have a limit of not less than \$25,000,000 per accident and in the aggregate during the period of insurance, and may be included in an umbrella insurance combined with such other insurance that this Exhibit 14 stipulates may be similarly included.

## 9. Railroad Protective Liability Insurance

DB Contractor shall procure and keep in force, or cause to be procured and kept in force, railroad protective liability insurance as may be required by any railroad in connection with any Work performed across, under or adjacent to the railroad's tracks or railroad right-of-way. All insurance policies shall be in a form acceptable to the operating railroad and shall name the railroad as named insured. Copies of all insurance policies shall be submitted to TxDOT prior to any entry by DB Contractor upon operating railroad property. The City of Austin shall be named as an additional insured on any such policy (with regard to the coverage provided to the City of Austin, only in connection with work on the part of the shared use path located on City of Austin property). In the event any agreement between TxDOT and a railroad includes railroad protective insurance requirements applicable to the Work, DB Contractor shall procure and keep in force or cause to be procured and kept in force, insurance meeting such requirements.

## 10. Subcontractors' Insurance

(a) At all times during the performance of the Work, DB Contractor shall cause each Subcontractor that performs work on the Site and is not otherwise covered by a DB Contractor-provided liability insurance policy to provide commercial general liability insurance that complies with Section 9 of the DBA, with commercially reasonable limits and deductibles or self-insured retentions. In no event shall the limit of such policy be less than \$1,000,000 per occurrence and aggregate. DB Contractor shall cause each such Subcontractor that provides such insurance to include each of the Indemnified Parties and the City of Austin as additional insureds under such Subcontractor's liability insurance policies (with regard to the coverage provided to the City of Austin, only in connection with work on the part of the shared use path located on City of Austin property). Such insurance need not be Project-specific, but the aggregate shall apply on a per-project basis. TxDOT shall have the right to contact the Subcontractors directly in order to verify the above coverage.

(b) At all times during the performance of the Work, DB Contractor shall cause each Subcontractor that has vehicles on the Site or uses vehicles in connection with the work to procure and keep in force, comprehensive, business, or commercial automobile liability insurance meeting the requirements as specified below.

(i) Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance or use of all owned, non-owned and hired vehicles connected with performance of the Work. The policy shall contain extensions of coverage that are typical for a project of the nature of the Project, and shall contain only those exclusions that are typical for a project of the nature of the Project.

(ii) Each such Subcontractor shall be the named insured under its respective automobile liability policy.

(iii) Each policy shall have a combined single limit per policy period of not less than \$1,000,000 combined single limit.

(iv) Each policy shall include each of the Indemnified Parties as additional insureds.

(c) At all times when Work is being performed by any employee of a Subcontractor, DB Contractor shall cause subcontractor to procure and keep in force, or cause to be procured and kept in force, a policy of workers' compensation insurance, including employer's liability, in conformance with applicable Law. Subcontractor shall be the named insured on these policies. The workers' compensation insurance policy shall contain the following endorsements:

(i) A voluntary compensation endorsement;

(ii) An alternative employer endorsement; and

(iii) An endorsement extending coverage to all states operations on an "if any" basis.

(d) At all times during the performance of the Work, DB Contractor shall cause each Subcontractor to procure and keep in force employer's liability insurance as specified below.

(i) The policy shall insure against liability for death, bodily injury, illness or disease for all employees of subcontractor working on or about any Site or otherwise engaged in the work.

(ii) Subcontractor shall be the named insured.

(iii) The policy shall have an employer's liability limit of not less than \$1,000,000 per accident and in the aggregate during the period of insurance, and may be



included in an umbrella insurance combined with such other insurance that this Exhibit 14 stipulates may be similarly included.

