

## EXHIBIT 18

### INSURANCE COVERAGE REQUIREMENTS

#### 1. Builder's Risk Insurance

At all times during the period from the NTP2 until the Substantial Completion Date, Developer shall procure and keep in force, or cause to be procured and kept in force, a policy of builder's risk insurance as specified below.

(a) The policy shall provide the broadest coverage available (coverage at least as broad as the ISO "all risk" permanent property form) for "all risks" of direct physical loss or damage to the portions or elements of the Project under construction is, with no exclusions or restrictions for terrorism, earthquake, earth movement, volcanic activity, tsunami, flood, storm, tempest, windstorm, hurricane, tornado, ice flow, subsidence, or loss of materials while waterborne or under the water. 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. Developer may place a separate terrorism risk Insurance Policy with IFA's prior, written consent, given in its sole discretion; if approved, Developer's Builder's Risk Insurance Policy may exclude or restrict terrorism risk, so long as such terrorism risk Insurance Policy is placed and in effect.

(b) The policy shall cover (i) all property, roads, buildings, bridge structures, other structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or, subject to Section 15 below, 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 Project Right of Way, in storage or in the course of transit to the Project Right of Way and all improvements that are within the Project Right of Way.

(c) The policy shall provide coverage per occurrence up to the full replacement cost, without risk of co-insurance, with only those sublimits as are required by applicable Law or are as specified in this Exhibit 18, and with respect to the latter, sublimits no less than specified in paragraph (e) to this Section 1 below:

(d) Developer, IFA and the Design-Build Contractor and Contractors of every tier shall be named insureds on the policy. Developer may provide for all Contractors to be named insureds by a single endorsement, with IFA's prior, written approval, given in its sole discretion. The policy shall be written so that no act or omission of any insured shall vitiate coverage of the other insureds (i.e., "separation of insureds"). Developer may name itself or the Collateral Agent as loss payee under the policy. The proceeds of the policy shall be held by the loss payee and timely applied to the cleanup, repair and reconstruction of the Project.

(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, with a sublimit of 20% of the loss or no less than \$25,000,000 insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project,

(vii) the increased replacement cost due to any change in applicable Laws with a sublimit of no less than \$10,000,000,

(viii) expense to reduce loss,

(ix) building ordinance compliance, with the building ordinance exclusion deleted,

(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) with a sublimit of no less than \$10,000,000,

(xi) transit, including ocean marine coverage (unless insured by the supplier or through a separate marine cargo policy), with sub-limits sufficient to insure the full replacement value of any key equipment item,

(xii) full collapse, including collapse resulting from design error,

(xiii) property stored off site, and

(xiv) flood and earthquake with a sublimit of no less than \$50,000,000.

(f) The policy shall provide a deductible not exceeding \$1,000,000 per occurrence. If a \$1,000,000 per-occurrence deductible is not available for catastrophe perils such as earthquake, windstorm or flood; then a percentage deductible, not to exceed 3%, shall be acceptable. See also Section 15.7.11 of the Agreement for IFA obligations with respect to the earthquake (Seismic Event) deductible.

(g) For purposes of this Section 1, IFA may require documentation from Developer substantiating placement of the broadest coverage available, as prescribed under the first sentence of Section 1(a). Such documentation may include, but is not limited to, customary summary reports of coverage or placement options and Developer's insurance advisor's transmittal letter. Notwithstanding Developer's compliance with the requirements set forth in Section 1(a) to (f), IFA reserves the right to review and reject Developer's placement of the

Builder's Risk Insurance should IFA, in its reasonable judgment, by itself or with and through IFA's insurance advisor, determines that Developer's placement does not reflect placement of Builder's Risk Insurance with the broadest coverage available.

## 2. Permanent Property Insurance

Commencing on the Substantial Completion Date and continuing through the Operating Period, Developer shall procure and keep in force, or cause to be procured and kept in force, a policy of commercial property or "inland marine" insurance as specified below.

(a) The policy shall provide coverage for "all risks" of direct physical loss or damage to the O&M Limits, with no restrictions or exclusions (except certain sublimits as noted below) for terrorism, earthquake, earth movement, volcanic activity, tsunami, flood, storm, tempest, windstorm, hurricane, tornado, ice flow, subsidence, or loss of property while waterborne or under the water. 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) The policy shall cover all property, roads, buildings, bridge structures, other structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or related to the Project and within the O&M Limits.

(c) The policy shall provide coverage for no less than \$100,000,000 plus a reasonable allowance for expediting expense/extra expense, professional fees, demolition and debris removal with no co-insurance provision, which policy shall, in no case, be less than \$10,000,000 per claim and in the aggregate.

(d) Developer and IFA shall be the named insureds on the policy. Developer also may, but is not obligated to, include Contractors and other interested parties as additional insureds. The policy shall provide for separation of insureds. Developer may name itself or the Collateral Agent as loss payee under the policy. The proceeds of the policy shall be held by the loss payee and timely applied to the Developer's reasonable costs incurred to clean-up, repair and replace the loss or damage (A) first, to the Project and (B) second, to property described in Sections 15.7.9.1 and 15.7.9.2 of the Agreement, in either case, if any proceeds remain.

(e) To the extent available, 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) physical damage resulting from mechanical breakdown or electrical apparatus breakdown,

(vii) demolition and debris removal coverage with a sublimit of 20% of the loss or no less than \$25,000,000 insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project,

(viii) the increased replacement cost due to any change in applicable Laws,

(ix) expense to reduce loss,

(x) building ordinance compliance, with the building ordinance exclusion deleted,

(xi) "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) with a sublimit of no less than \$10,000,000

(xii) full collapse, including collapse resulting from design error, and

(xiii) an automatic limit of \$20,000,000 for construction during the Operating Period (unless the value of construction is less than \$20,000,000, in which case the required sublimit can be less than \$20,000,000 so long as such sublimit is no less than the value of construction). If the value of construction is in excess of \$20,000,000, then Developer shall place a Builder's Risk Insurance Policy conforming to the prescriptions set forth in Section 1 above for the duration of such construction (that is, from the earlier of (i) the effective date of any Contract(s) to perform any work arising out of or relating to such construction and (ii) the date Developer, or its Affiliate, commences any construction activities, to completion and acceptance of such construction work). If Developer places a Builder's Risk Insurance Policy pursuant to the obligation set forth in the preceding sentence, and such construction work directly relates to a Relief Event, for which Developer seeks redress in accordance with the PPA Documents, then the reasonable, actual, documented premium costs for such Builder's Risk Insurance Policy shall be eligible for inclusion among the costs and expenses sought by Developer for reimbursement or payment pursuant to the Relief Event's subject Relief Request.

(f) The policy shall provide a deductible not exceeding \$1,000,000 per occurrence. If a \$1,000,000 per-occurrence deductible is not available for catastrophe perils such as earthquake, windstorm or flood; then a percentage deductible, not to exceed 3%, shall be acceptable. See also Section 15.7.11 of the Agreement for IFA obligations with respect to the earthquake (Seismic Event) deductible.

### 3. Delayed Opening and Business Interruption Insurance

Developer shall procure, as part of the builder's risk and property policies, and shall keep in effect or cause to be kept in effect, delayed opening insurance coverage (from the date of NTP2 until the Substantial Completion Date, and business interruption insurance coverage from and after the Substantial Completion Date through the remainder of the Term that satisfies the following requirements.

(a) Such Delayed Opening and Business Interruption coverage shall insure against interruption or loss of Availability Payments and, where applicable, additional interest costs due to delayed Milestone Payments resulting from physical loss or damage to any portion of the Project caused by occurrence of any risk which is required to be insured under the builder's risk or property insurance policies specified in Sections 1 and 2 above.

(b) The Delayed Opening and Business Interruption insurance shall cover interruption or loss of Availability Payments and, where applicable, additional interest costs due to delayed Milestone Payments for up to one full year for the coverage after the deductible period from the following: (i) for the coverage against occurrences that take place prior to the Substantial Completion Date, the date Substantial Completion would have occurred absent occurrence of the insured risk; or (ii) for the coverage against occurrences that take place on or after to the Substantial Completion Date, the date of the interruption.

(c) For policies issued after the Substantial Completion Date, the amount of coverage shall be adjusted annually to reflect the estimated Availability Payments for the next 12-month period. IFA and Developer shall be named insureds, and Developer may name itself or the Collateral Agent as the loss payee under the policy, with respect to such coverages. The policy shall provide for separation of insureds.

(d) The policy shall provide a deductible per occurrence not exceeding the first 90 days of loss following the date of interruption.

#### 4. Commercial General Liability and Excess Liability Insurance

At all times during the Term, Developer shall procure and keep in force, or cause to be procured and kept in force, commercial general liability insurance as specified below.

(a) Coverage shall be at least as broad as the broadest available version of Insurance Services Office form CG 00 01. 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 such nature.

(b) The policy shall insure against the legal liability of the insureds named in Section 4(d) below, relating to claims by third parties for accidental death, bodily injury or illness, property damage, personal injury and advertising injury, non-owned automobile liability, unless covered by the automobile liability policy pursuant to Section 5 of this Exhibit 18 (Insurance Coverage Requirements) and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no exclusions for:

(i) Hazards commonly referred to as "XCU", including explosion, collapse and underground property damage;

- (ii) Fellow employee injury for supervisory employees and above;
- (iii) Incidental medical malpractice;
- (iv) Work performed within 50 feet of a railroad;
- (v) Professional services except the latest ISO form CG 22 79 or CG 22 80, or both; and
- (vi) non-owned auto liabilities

(c) The commercial general liability coverage shall, collectively, have limits of not less than \$100,000,000 per occurrence and in the aggregate per policy period except as noted in Section 13 below. Such limits shall be shared by all insured and additional insured parties. As noted in Section 17.1.6 of the Agreement, Developer shall have the right to satisfy the requisite insurance coverage amounts for liability insurance through a combination of primary policies and umbrella or excess policies. Umbrella and excess policies shall comply with all insurance requirements, terms and provisions set forth in the Agreement for the applicable type of coverage ("follow form").

(d) Developer, IFA and the Insured Parties shall each be added to the primary policy as an insured using Insurance Services Office forms CG 20 10 10 01 and CG 20 37 or, in IFA's sole discretion, forms providing the same scope of coverage, including coverage for completed operations. Excess liability policies shall include as insureds all those insured under the primary policy. If Developer or Design-Build Contractor uses a Consolidated Insurance Program, then IFA and the Insured Parties shall be included as named insureds under the general and excess liability policies. The policy shall provide for separation of insureds. The policy shall contain no insured vs. insured exclusion.

(e) Each policy may provide for a deductible up to \$1,000,000 per occurrence but only if the policies obligate the insurers to pay on behalf of an insured on a first dollar basis and to later be reimbursed by the first named insured.

(f) The completed operations portion of commercial general liability insurance shall remain in place for no less than (i) for a project-specific placement, the later of (A) ten (10) years after the Substantial Completion Date and (B) expiration of the State's applicable statute of repose (ii) for all other placements, expiration of the State's applicable statute of repose.

## 5. Automobile Liability Insurance

At all times during the Term, Developer shall procure and keep in force or shall cause to be procured and kept in force commercial automobile liability insurance as specified below. For purposes of clarity, automobile liability insurance may not be procured as project-specific coverage pursuant to Section 17.1.2.6 of the Agreement.

(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. Coverage shall be at least as broad coverage provided in Insurance Services Office form CA 00 01. Policies shall cover "any auto" (symbol "1").

(b) Design-Build Contractor's (or, if applicable, Developer's or O&M Contractor's) policy shall have limits not less than \$25,000,000 for each accident or shall be scheduled under the umbrella or excess required in Section 13 below, except as noted in Section 14 below. Pursuant to Section 17.1.6 of the Agreement, Developer may place umbrella or excess liability policies that follow form.

(c) Each policy shall provide a deductible not exceeding \$1,000,000 per accident.

(d) If Developer's or any Contractor's activities involve transportation of materials (including Hazardous Materials) that require endorsement MCS 90 (as described below), the automobile liability Insurance Policy for Developer or such Contractor shall be endorsed to include for private, non-commercial vehicles Motor Carrier Act Endorsement-Hazardous Materials Clean up (MCS-90) and shall be endorsed to provide coverage for liability arising from release of pollutants (CA 99 48 – Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Form).

#### 6. Contractor's Pollution Liability Insurance

At all times during the period from the commencement of Construction Work until the Substantial Completion Date, and during all periods during the Operating Period where Developer is performing, or causing to be performed, Construction Work on or for the Project, Developer shall procure and keep in force, or cause to be procured and kept in force, contractor's pollution liability insurance on an occurrence basis as specified below.

(a) The policy shall cover sums that the insured becomes legally obligated to pay to a third party or for the investigation, removal, remediation (including associated monitoring) or disposal of soil, surface water, groundwater or other contamination to the extent required by environmental laws (together "clean-up costs") caused by pollution conditions resulting from covered operations, subject to the policy terms and conditions, including bodily injury, property damage (including natural resource damages), clean-up costs, and legal defense costs. Such policy shall cover claims related to pollution conditions to the extent such are caused (i) by the performance of Work, (ii) by transportation, including loading and unloading, by owned and non-owned vehicles and/or (iii) by other activities performed by or on behalf of Developer that occur on the Project. The policy shall have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

(b) Developer and the Insured Parties shall be insureds under such policy. The policy shall provide for separation of insureds. The policy shall not contain any insured vs. insured exclusion.

(c) From the Effective Date to the day immediately preceding the date the Operating Period commences, the policy shall have a limit of not less than \$25,000,000 per occurrence and in the aggregate per policy period, unless applicable regulatory standards impose more stringent coverage requirements and except as noted in Section 13 below. For the remainder of the Term, and Developer is performing, or causing to be performed, construction Work on or for the Project, the policy shall have a limit of not less than \$10,000,000 per occurrence and in the aggregate per policy period, unless applicable regulatory standards impose more stringent coverage requirements and except as noted in Section 14 below.

(d) The policy shall contain no exclusions that will restrict coverage for loss on, about or under water.

(e) The policy shall provide a deductible not exceeding \$1,000,000 per occurrence.

#### 7. Professional Liability Insurance

Subject to Section 7(e), at all times during the Term that professional services are rendered respecting design and construction of the Project (which services are conclusively presumed to start on the Effective Date) until the first to occur of (1) ten years after the professional services have concluded for the Project or (2) expiration of all applicable statutes of limitation and repose applicable to professional services performed for the Project, Developer shall cause the Design-Build Contractor and the Lead Engineering Firm (in the case of the Design Work) and each Contractor that is under direct contract with Developer and provides professional services to Developer respecting such design and construction (in the case of any other design or engineering work) to procure and keep in force professional liability insurance as specified below.

(a) Each policy shall provide coverage of liability of the party performing the professional services arising out of any negligent act, error or omission in the performance of professional services or activities for the Project.

(b) Subject to Section 7(c), the Design-Build Contractor's policy shall have a limit of not less than \$10,000,000 per claim and in the aggregate, and the Lead Engineering Firm's policy shall have a limit of not less than \$20,000,000 per claim and in the aggregate. Unless otherwise agreed by IFA, in its sole discretion, Developer shall cause all other Contractors performing professional services to carry professional liability insurance coverage on terms (but not subject to liability limits) prescribed in this Section 7 and in Section 17.1 of the Agreement, but in no case liability limits less than commercially reasonable liability limits commensurate with such Contractor's scope of professional services..

(c) Design-Build Contractor's and Lead Engineering Firm may meet Developer's obligation under Section 7(b) if Developer causes Design-Build Contractor and/or Lead Engineering Firm to procure a project-specific policy where the policy limit is no less than \$20,000,000 per claim and in the aggregate for all firms insured on the policy. If Developer causes placement of a project-specific Professional Liability Insurance Policy, and other Contractors performing professional services are also covered under such project-specific Insurance Policy, then IFA reserves the right, in its reasonable discretion, to direct increases in

the per-claim and aggregate policy limit, at Developer's sole cost and expense.

(d) Each of Design-Build Contractor's and Lead Engineering Firm's annual practice policy shall provide a deductible, as evidenced on a certificate of insurance, not exceeding \$1,000,000 per claim. Any project-specific policy shall provide a deductible not exceeding \$1,000,000 per claim.

(e) If Design-Build Contractor or Lead Engineering Firm purchases a project-specific Insurance Policy, Developer causes Design-Build Contractor and/or Lead Engineering Firm to use best efforts to obtain a 10-year extended reporting period after Substantial Completion, and, after the exercise of such best efforts, such project-specific policy does not include such 10-year extended reporting period, then Developer shall cause the annual practice policies of the Design-Build Contractor and the Lead Engineering Firm to remain in place at the limits required in Section 7(b) above for the balance of the 10 year period or expiration of all applicable statutes of limitation and repose applicable to professional services performed for the Project; provided, however, that Developer may elect to cause Design-Build Contractor and/or Lead Engineering Firm to procure and place separate extended reporting under such project-specific Insurance Policy, so long as insureds under such Insurance policy may make claims under such separate Insurance Policy that relate back to the preceding period and Design-Build Contractor's and/or Lead Engineering Firm's initial project-specific Insurance Policy allows insureds to make claims after its expiration at any point during such 10-year extended reporting period. If such project-specific policy is purchased in the name of a joint venture or other special purpose entity formed by the Developer and or its team, and if the project-specific policy has an extended reporting period of five years, and such entity will not maintain its own separate professional liability coverage after the expiration of the project-specific policy, then this requirement can be satisfied by having the Key Contractor(s) and the Lead Engineering Firm(s) that were members of the joint venture or special purpose entity maintain the required coverage for the balance of the ten-year reporting period.

(f) All project-specific or annual practice policies shall maintain a retroactive date that shall be no later than the first date that the Design-Build Contractor or Lead Engineering Firm or any other firm required to maintain professional liability insurance began providing professional services for any Developer-Related Entity with respect to the Project.

#### 8. Workers' Compensation Insurance; Employer's Liability insurance

(a) At all times when work is being performed by any employee of Developer, all Contractors, subcontractors and subconsultants, Developer shall procure and keep in force, or cause to be procured and kept in force, a policy of workers' compensation and employer's liability insurance in conformance with applicable Law. Developer and/or the Contractors, subcontractors and subconsultants, whichever is the applicable employer, 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.

The workers compensation policy shall also include U.S. Longshoremen's and Harbor Workers', Jones Act, and Federal Employer's Liabilities Act coverage on an "if any" basis.

(b) Employer's liability insurance for Developer, each Contractor and each Contractor's subcontractors shall be as specified below.

(i) The policy/ies shall insure against liability for death, bodily injury, illness or disease for all employees of Developer, the Contractor and all subcontractors and subconsultants working on or about any Project Right of Way or otherwise engaged in the Work.

(ii) Developer and/or the Contractor and all subcontractors and subconsultants, whichever is the applicable employer, shall be the named insured.

(iii) Employer's liability shall have a limit of not less than \$1,000,000 per accident, except as noted in Section 14 below and shall be scheduled under umbrella or excess policies. Umbrella and excess policies shall comply with all insurance requirements, terms and provisions set forth in the Agreement for the applicable type of coverage.

(iv) The policy may include commercially reasonable deductibles to the extent permitted by applicable Law. Prior to commencement of Work, Developer shall submit to IFA and obtain its approval of the deductible amounts for all Key Contractors under the policy.

#### 9. Watercraft Liability Insurance

If any Developer-Related Entity intends to employ in performance of any D&C Work, Emergency Repair Work, Extra Work, Rehabilitation Work, Railroad Force Account Work, Utility Adjustment Work or other Work any watercraft in excess of twenty-six (26) feet in length, then prior to commencing any such Work, Developer shall provide Notice to IFA of Developer's intent to perform such Work and provide, for IFA's review and approval, in its good faith discretion, liability insurance covering the ownership, use, maintenance, loading or unloading of watercraft relating to the performance of the Work or any other operations contemplated under the PPA Documents. The liability insurance shall provide coverage of no less than \$10,000,000 combined single limit of liability for bodily injury, property damage and personal injury per occurrence. Coverage may be provided through any combination of commercial general liability, marine general liability, or protection and indemnity insurance; provided that all watercraft operations are covered, regardless of watercraft size. Such coverage may be arranged in any combination of primary and excess policies, all of which shall include IFA and the Insured Parties as insureds and shall explicitly waive subrogation against IFA and the Insured Parties.

#### 10. Aircraft Insurance

If any Developer-Related Entity intends to employ in performance of any D&C Work, Emergency Repair Work, Extra Work, Rehabilitation Work, Railroad Force Account Work, Utility Adjustment Work or other Work any type of aircraft, then prior to commencing any such Work,

Developer shall provide Notice to IFA of Developer's intent to perform such Work and provide, for IFA's review and approval, in its good faith discretion, aircraft liability insurance, with a limit of not less than \$25,000,000 per accident or higher limits as may be required by IFA, in all cases where any aircraft is used in connection with the Project that is owned, leased, hired or chartered by any Developer-Related Entity, protecting against claims for damages resulting from such use. For any aircraft intended for use in performance of the Work, the aircraft crew, flight path and altitude, including landing of any aircraft on the Site or on any property to which IFA or the Department have vested real property rights, shall be subject to review and written acceptance by IFA prior to occurrence of any such use. If any aircraft are leased or chartered with aircraft crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable, but must be provided to IFA prior to use of the aircraft. IFA and the Insured Parties shall be added as insureds under any such policies.

11. Railroad Protective Liability Insurance

At all times during the Term, Developer shall procure, or cause to be procured, and keep in force, or cause to be kept in force, any coverage as may be required by any railroad or Railroad Agreement, in each case, as a condition of a railroad's consent to entry into railroad facilities or property on which a railroad has real property rights. Such policy shall be effective during the period any Work is being performed within fifty (50) feet of any railroad ROW.

12. Contractors' Insurance

(a) At all times during the Term, Developer shall cause each Contractor that performs Work on the Project Right of Way to provide the following liability Insurance Policies that comply with this Section 12 and with Section 17.1 of the Agreement in circumstances where the Contractor is not covered by Developer-provided or lead Design-Build Contractor-provided liability Insurance Policies (or CCIP), unless otherwise agreed by IFA, in its sole discretion. Developer shall cause each such Contractor that provides such insurance to include each of the Insured Parties as insureds under such Contractor's liability Insurance Policies. Such insurance need not be Project-specific. IFA shall have the right to contact the Contractors directly in order to verify the following coverages, at a minimum (and where policy limits are not otherwise specified, at commercially reasonable policy limits):

- (i) Commercial General Liability/Completed Operations Insurance;
- (ii) Business Auto including liability and physical damage;
- (iii) Workers Compensation and Employers Liability;
- (iv) Umbrella/Excess liability insurance as may be needed to meet required limits;
- (v) Professional liability (if applicable and if not insured on a project-specific policy), with policy limits in no case less than \$5,000,000 per occurrence and in the aggregate;
- (vi) Pollution Insurance;

- (vii) Watercraft Liability Insurance (if applicable); and
- (viii) Aviation Insurance (if applicable)

(b) At all times during the Term, Developer shall cause each Key Contractor that has vehicles on the Project Right of Way or uses vehicles in connection with the Work to procure and keep in force, commercial automobile liability insurance at commercially reasonable policy limits and meeting the requirements as specified below.

(i) Each commercial liability policy shall cover accidental death, bodily injury and property damage liability. The policies 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 policy shall include each of the Insured Parties as insureds.

(c) At all times during the Term, Developer shall cause each Contractor that has vehicles on the Project Right of Way or uses vehicles in connection with the Work (other than Key Contractors subject to paragraph (b) above) to maintain an automobile liability policy which provides at least a \$1,000,000 combined single limit. Developer shall cause each such Contractor to include in the policy each of the Insured Parties as insureds.

### 13. Project-Specific Limits / On-Project Right of Way Coverage

(a) Developer, either directly or through its Contractor(s) shall provide project-specific limits (but not necessarily, project-specific purchase of Insurance Policy/ies establishing such project-specific limits) for all of the following coverages:

- (i) Builders Risk/Property Insurance
- (ii) Commercial General Liability Insurance
- (iii) Employers Liability
- (iv) Umbrella/Excess liability insurance (to be no less broad than all scheduled primary insurance)
- (v) Pollution Insurance

(b) Providing professional liability coverage on a project-specific basis is optional.

(c) If the above coverages are provided as part of an overall Controlled Insurance Program (CIP) sponsored by Developer or a Contractor, then any Contractor required coverages listed above shall be satisfied by the CIP program as long as the CIP program meets the overall requirements described in this Exhibit 18. For coverages (a)(ii), (iii), and (iv) above, the total limits provided shall be not less than \$100,000,000 each occurrence and in the aggregate, except as noted in Section 14 below. For coverage (a)(v), Pollution Liability, the limit shall be not less than \$25,000,000 for each occurrence and in the aggregate, except as noted in Section 14 below. For professional liability, if provided on a project-specific basis, the limit shall

not be less than \$20,000,000 each claim and in the aggregate, except as noted in Section 14 below. For those project participants working on the Project Right of Way and not included in the CIP, they shall provide limits in accordance with Section 14 below.

(d) The term "On-Project Right of Way" shall be defined as follows: With respect to the portion of the project that is on land, that which is "On-Project Right of Way" shall include all areas within the borders shown on the maps in set forth in ROW Work Maps. With respect to the portion of the Project that is over a river, creek or other similar water feature, that which is "On-Project Right of Way" shall include all elements of the corresponding bridge and its foundations including any temporary structures.

14. Policy Limits From the Effective Date Until NTP2.

(a) From the Effective Date until NTP2, for the following policies, the policy limits shall be no less than \$10,000,000 each claim and in the aggregate or per accident, or per claim, as applicable:

- (i) Commercial General Liability Insurance
- (ii) Automobile Liability Insurance
- (iii) Professional Liability Insurance
- (iv) Employer's Liability Insurance
- (v) Watercraft Liability Insurance, if and when applicable
- (vi) Aviation Insurance, if and when applicable

(b) If the limits required in Section 14 exceed what is required in Section 13, then the lesser amount required in Section 13 shall be acceptable.

(c) For purposes of clarity, Developer shall be deemed to have acquired and maintained the policies required under this Section 14 if its, and its relevant Contractors', corporate/institutional insurance programs (a) contain each of these prescribed policies, (b) at or in excess of the policy limits prescribed under this Section 14 and (c) otherwise are on the terms and subject to conditions substantially similar to those prescribed for each such policy (excepting policy limits) under this Exhibit 18.

15. Contractor Tools and Equipment

None of the builders risk or property insurance policies described above shall apply to Contractors' tools or any equipment used by any Contractor to perform their work. All Contractors and Subcontractors shall be responsible for loss to their tools or any equipment used to perform their work and shall be responsible for purchasing insurance coverage for loss to such tools including loss of use over water and underwater.

**EXHIBIT 19**

**FORMS OF PAYMENT BOND AND PERFORMANCE SECURITY**

- 19-A Form of Payment Bond\*
- 19-B Form of Performance Bond\*
- 19-C Form of Multiple Obligee Rider for Payment Bond\*\*
- 19-D Form of Multiple Obligee Rider for Performance Bond\*\*
- 19-E Form of Performance Letter of Credit

\*If the bond is to secure the payment or performance obligations of Developer rather than the Design-Build Contractor or other prime Contractor, then the form of bond shall be revised to reflect Developer as the "Principal" or "Contractor", IFA in place of Developer as the bond obligee, and the Agreement as the "Contract".

\*\* If the bond is to secure the payment or performance obligations of Developer rather than the Design-Build Contractor or other prime Contractor, then the form of multiple obligee rider shall be revised to reflect IFA as the "Primary Obligee" and the Collateral Agent as the "Additional Obligee".