

EXHIBIT 13

OWNER'S INSURANCE REQUIREMENTS

I. Design-Build Firm's Insurance

A. Before commencing performance of any portion of the Work, Design-Build Firm shall obtain insurance coverages of the types described in this Section I with insurers authorized to do business in the State of Texas at the time the policy is issued (and at all times during the term of this Agreement) and rated by A.M. Best Company as A-VII or better, which are reasonably acceptable to Owner's Group (as defined in Paragraph C, below) and under forms of policies reasonably satisfactory to Owner's Group. Design-Build Firm shall continuously maintain such coverages in effect for the applicable time periods required herein.

None of the requirements as to types, limits or Owner's Group's approval of insurance coverages to be maintained by Design-Build Firm is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Design-Build Firm under the Contract Documents, or otherwise as provided by law. If Design-Build Firm maintains broader coverage and/or higher limits than the minimum limits set forth below, Owner's Group requires and shall be entitled to the broader coverage and/or the higher limits of insurance maintained by Design-Build Firm.

If Design-Build Firm fails to obtain or maintain any insurance coverage required to be obtained and maintained by Design-Build Firm under the terms of this Section I, Owner may (but shall not be obligated to) purchase and maintain such insurance at Design-Build Firm's expense and in the name and for the account of Design-Build Firm, which expense Design-Build Firm shall reimburse to Owner no later than thirty (30) days after demand. Owner's purchase and maintenance of such insurance shall not relieve or excuse Design-Build Firm from its obligations hereunder to obtain and maintain such insurance amounts and coverages, nor these obligations in any way compromise or waive any right or remedy otherwise available to Owner at law or in equity. Design-Build Firm agrees that if Owner purchases such insurance, Design-Build Firm shall furnish upon demand all information that may be required in connection with such insurance. Owner shall purchase such insurance at reasonable pricing given applicable market conditions at the time of purchase. Owner shall have in addition to all other rights and remedies set forth herein, the right, in its sole discretion, (i) to suspend Design-Build Firm's performance or terminate this Agreement should there be a lapse in coverage at any time during this Agreement or (ii) to withhold any payment(s) which become due to Design-Build Firm hereunder until Design-Build Firm demonstrates compliance with the insurance requirements of the Agreement.

B. Before commencing performance of any portion of the Work, Design-Build Firm shall also furnish to Owner a certificate or certificates of insurance on an ACORD 25 form, or equivalent, reasonably acceptable to Owner, executed in duplicate by the insurance representatives, and evidencing the insurance coverages required to be obtained by Design-Build Firm under this Section I and attaching all endorsements required herein.

C. Design-Build Firm shall procure and maintain the following insurance coverages: 1) workers' compensation and employers' liability insurance; 2) commercial general liability insurance; 3) automobile liability insurance; 4) excess liability insurance; 5) property insurance covering the personal property of Design-Build Firm; 6) professional liability insurance; 7) pollution insurance and (8) cyber/privacy liability insurance, all in accordance with this **Exhibit 13**. The commercial general liability, automobile liability, excess liability and pollution insurance obtained by Design-Build Firm pursuant to this **Exhibit 13** shall provide, by an appropriate endorsement or otherwise, that the following entities will be listed as certificate holders and named as additional insureds, subject to the policy terms and conditions: San Antonio, and its respective agents, affiliates, officers, directors, members, successors in interest, assigns, partners, agents and employees (collectively referred to herein as the "**Owner's Group**"). All subject to Section III. General Provisions.

1. Workers' Compensation and Employers' Liability Insurance

Design-Build Firm shall carry Workers' Compensation insurance with statutory coverage as required in the State of Texas in connection with the performance of the Work (including, where applicable, claims under U.S. Longshore and Harbor Workers Compensation Act, Jones Act, Maritime & Federal Employer's Liability Act coverage and Defense Base Act) and Employers' Liability Insurance. Design-Build Firm shall endorse the Workers' Compensation policy to name Owner's Group as an Alternate Employer. The minimum limits required for the employer's liability insurance are as follows:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

2. Commercial General Liability Insurance

Such insurance shall be written on an Insurance Services Office (ISO) general liability form CG 00 01 04 13 or equivalent, name each entity in the Owner's Group as an additional insured using ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or their equivalent, and insure against liability for bodily injury or death and/or property damage occurring in connection with the Work, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, and \$2,000,000 completed operations.

Such insurance shall include the following specific coverages:

- (a) premises and operations coverage with explosion, collapse and underground exclusions deleted;
- (b) products and completed operations coverage, to be maintained for the later of ten years after Substantial Completion or until expiration of the maximum period of exposure under the applicable statute of repose;
- (c) blanket contractual coverage, including written contracts, subject to the policy terms and conditions;

- (d) personal injury coverage with no exclusion modifying or limiting the employer liability exclusion set forth in ISO Form CG 00 01 04 13;
- (e) broad form property damage coverage, including completed operations;
- (f) coverage for work performed by subcontractors in the completed operations phase, with no exclusion or endorsement modifying the subcontract exception to the “Your Work” exclusion;
- (g) electronic Data Liability coverage using ISO Form CG 04 37, or its equivalent, with a sublimit of liability equal to \$1,000,000;
- (h) cross liability and severability of interest; and
- (i) ISO endorsement CG 2503, Designated Construction Projects General Aggregate Limit, or its equivalent.

3. Automobile Liability Insurance

Such insurance shall cover all owned, non-owned and hired or borrowed vehicles used by Design-Build Firm and its employees or agents in connection with the performance of the Work, and insure against liability for bodily injury and death and/or property damage in an amount not less than \$1,000,000 combined single limit per occurrence and in the aggregate.

4. Excess Liability Insurance

Excess Liability Insurance over Employers’ Liability, Commercial General Liability, Commercial and Automobile Liability Policies, following form over and affording coverage no less broad than the coverage in such underlying policies, including, but not limited to designated construction project(s) aggregate limit, in an amount not less than \$25,000,000 per occurrence and in the aggregate for bodily injury, death, property damage or employers’ liability. Such coverage is to be maintained the later of ten years after Substantial Completion or until expiration of the maximum period of exposure under the applicable statute of repose.

5. Insurance for Design-Build Firm’s Personal Property

Design-Build Firm’s equipment policy will insure Design-Build Firm’s equipment and personal property that is not covered by the Builder’s All Risk policy described below.

6. Contractor’s Professional Liability Insurance

Design-Build Firm shall obtain and keep in force, at its sole cost and expense a professional liability insurance policy written on a claims made basis, with minimum limits of \$5,000,000 per claim and \$5,000,000 aggregate to cover Design-Build Firm’s professional liability arising out of or in connection with any negligent act, error or omission of all Design-Build Firm Personnel, including all design professionals and any non-professional Design-Build Firm Personnel, and all members of any subconsultant firm or any joint venture or other firm of Design-Build Firm acting

for, in combination with, on behalf of, or under the direction or control of Design-Build Firm in the performance of any Design Services required under this Agreement, or arising from or in connection with the coordination, management or oversight of such Design-Build Firm Personnel in the rendering of the Design Services. This policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or Subcontractors; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; (v) professional liability of Design-Build Firm arising out of the negligence of Design-Build Firm Personnel; or (vi) design/build services. The retroactive date, if any, shall be no later than the commencement date of this agreement. Such insurance shall cover damage by reason of any acts, errors, or omissions committed or alleged to have been committed by the Design-Build Firm, or any acts for which Design-Build Firm is liable. Design-Build Firm shall keep the policy in full force and effect for the later of ten years after Substantial Completion or until expiration of the maximum period of exposure under the applicable statute of repose.

7. Pollution Insurance

Design-Build Firm's Pollution Legal Liability ("CPL") policy providing coverage for bodily injury, property damage, or cleanup resulting from pollution conditions including those arising from the performance of demolition of pre-existing structures, excavation, moving, removal, handling transportation of any Hazardous Substances, including mold or other similar fungi arising out of or exacerbated by the work. Such CPL policy shall have limits of not less than \$5,000,000 per occurrence/claim, \$5,000,000 products-completed operations, and \$5,000,000 general aggregate. The CPL policy shall be written on an occurrence basis and maintained for the later of ten years after Substantial Completion or until expiration of the applicable statute of repose. If written on a claims made basis, such policy may be Approved if the CPL insurance policy provides coverage to a retroactive date prior to the commencement date of this Agreement.

The policy must contain coverage for claims arising from:

- a) Legionella Pneumophila bacteria or Legionnaires Disease.
- b) Owned and non-owned disposal sites. Design-Build Firm shall also require and assure that any disposal site used to dispose of Hazardous Materials maintains limits of general liability and pollution liability insurance coverage with coverage limits Approved by Owner prior to commencement of the Work.
- c) Transportation coverage for the loading, unloading, and hauling of materials and waste to and from any Worksite and to a final disposal location, as evidenced by the contractor or applicable waste hauler. Design-Build Firm shall also cause any party transporting any Hazardous Substances from any Worksite to conduct such transportation in accordance with Applicable Laws, and also provide the same limits of general liability, automobile, and pollution insurance as those required of Design-Build Firm hereunder, for the transport of Hazardous Substances, covering all owned, non-owned, and hired vehicles used for such transportation purposes. Automobile liability policies of Design-Build Firm and any such other party shall

also include the MCS-90 endorsement, or such other endorsement as required of regulated motor carriers for the transport of Hazardous Substances in accordance with federally mandated Applicable Laws.

- d) Asbestos and Lead Abatement Liability Coverage with no sunset clause or the abatement of asbestos and lead.
- e) “Pay on behalf” rather than “indemnify” the insured.
- f) Work performed by Subcontractors.
- g) Punitive, exemplary or multiplied damages, where allowed by law.
- h) Insured vs. insured actions (however, an exclusion for claims made between insureds within the same economic family, i.e. affiliated by common ownership interests, is acceptable).

Any subcontractor involved with excavation, moving or removal, handling or transportation of any Hazardous Materials shall maintain the coverage limits required of such subcontractor to remain in effect for the later of ten years after Substantial Completion or until expiration of the statute of repose, written on an occurrence basis or, if on a claims made basis, only with Owner’s Approval based upon a retroactive date no later than the commencement date of this Agreement. The Design-Build Firm shall cause any such subcontractor to provide a certificate of insurance evidencing such coverage.

In the event any claim, damage, loss, suit, judgment or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by or contributed to in part by the negligent acts or omissions of Design-Build Firm, any of the Design-Build Firm Parties, or their subcontractors of any tier or by anyone for whose acts they may be liable, then any such claim, damage, loss or expense not covered by the pollution policy shall be the responsibility of Design-Build Firm, its subcontractor and any sub-subcontractor and shall not be a Cost of the Work.

Design-Build Firm shall, with diligence and dispatch, do everything reasonably practical to minimize any loss.

8. Cyber/Privacy Liability Insurance Policy

Cyber/Privacy Liability Insurance shall be provided by Design-Build Firm to cover risk of loss to electronic data with minimum limits of \$1,000,000.00 per claim and \$1,000,000.00 aggregate. The policy must include coverage for electronic vandalism to electronic data, including coverage for a third party’s willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

9. Insurance required from Subcontractors

Design-Build Firm shall require each of its subcontractors and sub-subcontractors to maintain the following minimum insurance coverages and limits:

- a) Commercial general liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products and completed operations coverage for the later of ten years after Substantial Completion until expiration of the maximum period of exposure under the applicable statute of repose;
- b) Automobile liability insurance with minimum limits of \$1,000,000;
- c) Workers' compensation insurance with statutory coverage in the State where work is performed and employers' liability coverage with minimum limits of:
 - Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
- d) Excess Liability or Umbrella Insurance

Such excess or umbrella liability insurance shall be written on an occurrence basis, in an amount not less than \$2,000,000 per occurrence and in the aggregate for bodily injury, death, property damage or employers' liability. Such policy shall be written on an excess basis above the coverages required under this Subsection I.C. Coverage shall remain in effect for the later of ten years after Substantial Completion or until expiration of the maximum period of exposure under the applicable statute of repose. If Design-Build Firm's subcontractors or sub-subcontractors cannot meet the excess or umbrella liability insurance limit, Owner may elect to waive such requirements at its sole discretion upon receipt of a written request from Design-Build Firm requesting such a waiver;

- e) Professional Liability Insurance

Any subcontractor preparing or furnishing designs related to such subcontractor's means and methods of performance of the subcontracted work shall maintain professional liability insurance with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate. Such insurance shall remain in effect for the later of ten years after Substantial Completion or until expiration of the statute of repose. The retroactive date, if any, shall be no later than the commencement date of this agreement. The Design-Build Firm shall provide to the Owner a certificate of insurance evidencing such coverage. If no design work is being performed, the professional liability requirement for subcontractors may be waived.

10. Design-Build Firm shall continuously maintain in force during the course of performance of the Work, and cause the subcontractors to maintain, all of the required insurance coverages until

Substantial Completion of the Work, and beyond Substantial Completion as expressly provided in this **Exhibit 13** or in the Contract Documents.

II. Builder's Risk Insurance. Before commencement of construction and up until the time provided below, Design-Build Firm shall maintain, and shall be entitled to invoice Owner for reimbursement as a Cost of the Work the premium paid for "All-Risk" Builder's Risk insurance, with a minimum limit of coverage not less than the amount of the Guaranteed Maximum Price to be established for each portion of the Project. Coverage shall be increased for the amount of any Change Orders or Contract Amendments that increase the replacement value of the Project as Contract Amendments are executed during the Construction Phase. Such insurance shall (a) designate the Owner as an additional insured, Design-Build Firm as the Named Insured, and all Subcontractors of any tier, as additional insureds on the policy; (b) be primary and non-contributing to any other insurance coverage available to the additional insureds, as to whom their other insurance shall be excess, secondary and noncontributing to losses covered by this Builder's Risk insurance; and (c) waive all rights of subrogation against all insureds. The Builder's Risk insurance shall not include any restriction on coverage relating to placement or maintenance of protective safeguards on the Project. The termination of coverage provision shall be endorsed to permit coverage to continue during any interim period of occupancy of the covered property while being constructed. This insurance shall be maintained in effect until the earlier of the following dates: (i) the date of Final Completion for the Project; or (ii) the date on which the insurable interests in the covered property of all insureds other than the Owner have ceased.

A. Debris Removal, Rebuilding, Restoring. The Builder's Risk insurance shall cover all costs for labor, supervision, materials, equipment, design professional fees, permit fees, and other costs and expenses directly required for debris removal, rebuilding and restoring the Project subject to the sublimit set forth below. Proceeds of the Builder's Risk policy for debris removal, rebuilding and restoring the Project shall be paid to the Design-Build Firm to hold in trust and to be applied solely to the rebuilding and restoring of the Project to the condition prior to the loss, in accordance with an Approved recovery plan. Design-Build Firm shall obtain Approval of any claim on the Builder's Risk policy for loss or damage to the Project, and present to the Owner a proposed recovery plan for Approval within twenty (20) days following such loss or damage. The foregoing notwithstanding, if such proceeds will not be reasonably sufficient to rebuild and restore the Project, then, prior to any expenditure thereof, Design-Build Firm shall obtain Owner's Approval to use of such funds to settle the Design-Build Firm's and Owner's financial interests relating to the loss, to preserve, alter or abandon the Project, and to take such other actions as may be in the best interest of Owner.

B. Owner's Delay in Opening Costs. The Builder's Risk policy shall cover Owner's delay in opening costs, including architectural, engineering, legal, accounting, and financing fees, extended project management costs, governmental permit fees, costs for extension, renegotiation or termination of service contracts, and other so-called "soft costs" arising from the loss or damage as defined in the policy. The Builder's Risk policy shall provide that proceeds of coverage for all such costs shall be paid directly to the Owner. The waiting period for delay in opening coverage shall not exceed thirty (30) days for losses resulting from the perils of named windstorm, earthquake or flood, or fifteen (15) days for losses resulting from other perils.

C. The Builder's Risk policy shall include the following coverages: (i) all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling, (ii) all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site, (iii) all property including materials and supplies on site for installation, (iv) all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit, (v) other property for which Design-Build Firm, its Subcontractors or anyone for whom either is responsible are liable in connection with the Project, including Owner furnished or assigned property, and (vi) coverage for losses caused by terroristic acts.

D. Deductibles for the following coverages shall not exceed: All Risks of Direct Damage \$25,000 per occurrence; Earthquake and Earthquake Sprinkler Leakage; \$25,000 per occurrence; Water Damage \$25,000 per occurrence; Debris Removal \$25,000 per occurrence and Flood \$50,000 per occurrence.

E. Coverage for each of the following shall be included in the policy with sub-limits or additional limits not less than those shown below:

Coverage	Minimum Sublimit/Additional
Additional expenses due to delay in completion of project	\$2,500,000; additional delay in completion coverage in excess of the stated limit may be established by the parties by Contract Amendment.
Agreed Value (not less than the most current GMP)	Included without sublimit.
Ensuing Loss arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse	Included without sublimit.
Debris removal (additional coverage limit)	25% of loss or \$5,000,000 whichever is less.
Earthquake and Earthquake Sprinkler Leakage	\$1,000,000 minimum.
Flood	\$10,000,000 minimum.
Freezing	Included without sublimit.
Mechanical breakdown including cold (hydrostatic, pneumatic, electrical, hydraulic or mechanical) testing, where applicable	Included without sublimit.

Occupancy pre-completion	Included without sublimit.
Ordinance or law	\$2,500,000
Hazardous Material clean-up and removal	\$100,000
Preservation of property	\$1,000,000.00
Replacement cost	Included without sublimit.
Theft	Included without sublimit.
Existing Building Coverage	\$5,000,000

III. General Provisions

A. Except as otherwise specifically stated in this **Exhibit 13**, each policy of insurance required to be acquired and maintained under Section I, including that of subcontractors and sub-subcontractors, shall contain an appropriate waiver of subrogation endorsement waving the insurers rights of subrogation against the Owner's Group.

B. All insurance that Design-Build Firm and its subcontractors are required to provide hereunder shall be primary and non-contributory with any policy of insurance in which a member of the Owner's Group is a named insured.

C. All of Design-Build Firm's policies required herein shall be endorsed to provide thirty (30) days advance written notice to the Owner in the event of cancellation.

D. All deductibles for insurance provided by Design-Build Firm and its subcontractors of any tier shall be paid by, assumed by, for the account of, and at Design-Build Firm's sole risk without any right of reimbursement. To the extent there is a claim on any Owner insurance policy FOR LOSS, LIABILITY, AND/OR DAMAGES NOT SATISFIED BY DESIGN-BUILD FIRM'S INSURANCE AS PRIMARY AND NONCONTRIBUTORY INSURANCE COVERAGE, Design-Build Firm shall be responsible for such deductible to the extent the applicable claim on the Owner insurance policy is caused by or contributed to in part by the negligent acts or omissions of the Design-Build Firm, its subcontractors or suppliers of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

E. Within ten (10) days following receipt of Owner's written request, Design-Build Firm shall furnish to Owner a letter issued by the insurer of any policy of insurance required hereunder to confirm the extent to which the insurer's coverage under such policy is at risk of being cancelled, eroded, reduced, diminished or exhausted by claims thereon. Thereafter, Owner shall, without further authorization, be entitled to request from, or discuss the need for such confirmation with, the insurer directly. If any insurance required hereunder shall be, or become at risk of being cancelled, eroded, reduced diminished or exhausted by claims thereon, Design-Build Firm agrees to supplement, increase and/or replace such insurance, or cause such insurance to be

supplemented, increased and/or replaced, with other insurance to ensure that the insurance required hereunder remains available as required hereunder.

F. Design-Build Firm represents and warrants that (i) Design-Build Firm's commercial general liability, commercial automobile liability, and excess liability policies shall have been endorsed to cover the Owner's Group as additional insureds as set forth herein, and (ii) any additional insured endorsements required hereunder shall provide as to each additional insured coverage to the limits of the applicable endorsed policy for indemnity and defense of each claim that is no less broad than the obligations of Design-Build Firm to indemnify, defend and hold harmless the additional insured as an indemnified party under the Agreement.

G. Design-Build Firm's policies of insurance shall not include (i) any self-insured retention or (ii) deductible that exceeds \$150,000, without prior written approval of Owner, except as otherwise specified herein.

H. Design-Build Firm agrees to provide Owner current, true and correct copies of all policies of insurance required herein with five (5) days of its receipt of Owner's written request to provide such policies.

I. DESIGN-BUILD FIRM HEREBY WAIVES ALL RIGHTS OF RECOVERY AND RELEASES, AND SHALL CAUSE ITS SUBCONTRACTOR AND SUB-SUBCONTRACTORS TO RELEASE OWNER'S GROUP FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHATSOEVER WHICH DESIGN-BUILD FIRM AND/OR SUBCONTRACTORS MIGHT OTHERWISE NOW OR HEREAFTER POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED BY INSURANCE, WHETHER REQUIRED HEREIN OR NOT, OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE REQUIRED HEREIN, INCLUDING THE DEDUCTIBLE AND/OR UNINSURED PORTION THEREOF, MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY DESIGN-BUILD FIRM AND/OR ITS SUBCONTRACTORS PURSUANT TO THE CONTRACT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING RELEASE AND WAIVER SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF OWNER'S GROUP.

J. Owner reserves the right to review the insurance requirements and to require deletion, revision, and/or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulations that are binding upon Owner, Design-Build Firm, or the underwriter) on any such policies when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry and/or of Design-Build Firm, provided however, such modifications must be commercially available to Design-Build Firm. Owner shall make an equitable adjustment to the Agreement for any additional cost resulting therefrom.

All terms which are defined in the Construction Agreement shall have the same respective meanings in this **Exhibit 13**.