PUBLIC LIGHTING AUTHORITY

MOUND ROAD STREET LIGHTING PROJECT

REQUEST FOR PROPOSALS

July 2, 2020
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Issue Date: July 2, 2020
Issuer: Detroit Public Lighting Authority
Services Required: Upgrading Street Lighting on Mound Road
(Casmere Street to Outer Drive East)
Period of Contract: TBD
Due Date: Proposals will be received until July 24, 2020.

In compliance with this Request for Proposals and subject to all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached statement or as mutually agreed upon by subsequent negotiation:

NAME OF FIRM: ____________________________________________________________
PRINCIPAL BUSINESS ADDRESS: ____________________________________________
PHONE: ________________________
AUTHORIZED SIGNATURE: _______________________________________________
TITLE ________________________
PRINT NAME: _______________________
EMAIL: __________________________
FEDERAL EMPLOYER ID#: ________________________
Article 1: Definitions and Abbreviations

Capitalized terms and abbreviations used in this Request for Proposal are defined below.

“City” shall mean the City of Detroit

"Contractor or Respondent” shall mean the entity that responds to this RFP by submitting a Proposal in accordance with the requirements herein.

“ESRI” GIS Software for mapping streetlights

“GIS” A geographic information system (GIS) that allows visualize, question, analyze, interpret, and understand data to reveal relationships, patterns, and trends.

“PLA” shall mean The Public Lighting Authority located in Detroit, MI as authorized by the Michigan Legislature in 2012 to support and develop a plan to improve public lighting in the City.

“Proposal” shall mean a Contractor’s submittal in response to this RFP.

“Work” shall mean the work detailed in Attachment A of this RFP.

“RFP” shall mean this Request for Proposal describing the PLA’s needs and seeking responses to fulfill those needs.

Attachments

A. Scope of Work
B. Contractor Insurance Requirements

Article 2: Corporate Introduction

Established in 2013, the PLA is a governmental agency responsible for maintaining, repairing, and replacing the City’s street lighting system consisting of over 68,000 lights, and covering over 129 square miles of land. Pursuant to the Municipal Lighting Authority Act (MCL 123.1261 et seq., the PLA’s Board of Directors has oversight of the organization through its Executive Director and is required to implement best value supply chain and procurement practices.
Additionally, The PLA is committed to utilizing and supporting Detroit and Michigan based businesses when possible. Accordingly, it is the expectation that the any PLA Contractor will investigate and pursue local sourcing of work and utilize Detroit and Michigan based businesses in support of any work performed for or on behalf of the PLA or its related project whenever practical. Therefore, please identify in your Proposal opportunities provided from Detroit and Michigan based companies. For more information about the PLA, please visit [www.pladetroit.org](http://www.pladetroit.org).

Article 3: Scope of Services Overview

The PLA has released this RFP to identify qualified Contractors who are capable of performing the Work as outlined in Attachment A – Scope of Work.

Article 4: Preferred Contractor Qualification

It is preferred that the Respondent meets the following criteria:

A. Significant experience and understanding of the electrical distribution system
B. Specialized internal subject matter experts familiar with streetlight maintenance and/or utility industry
C. Detroit-based headquarters
D. Experience working in ESRI
E. Knowledge of City of Detroit’s ordinances and other relevant rules, codes.

Article 5: Required Proposal Format

In the event a Contractor does not respond to a specific section, then that section should still be included, and marked “Not Applicable.” The detailed requirements of each section are contained below. Proposals shall be emailed in PDF format for all sections including Section 10, Pricing. Please do not include sales and marketing information in the Proposal. Failure to number responses 1-10 may result in a "non-conforming" bid submittal.

1. Proposal Summary
2. Profile of Respondent
3. Project Staffing
4. Relevant Street Light Construction/Maintenance Experience
5. Material Procurement and Handling Experience
6. Project Management Experience
7. Safety Program
8. Proposal Exceptions
9. Proposal Validity
10. Pricing

**Summary of Requirements**

1. **Proposal Summary**

   Describe the highlights, key features and distinguishing points of the Proposal. On a separate sheet, include a list of contacts, not to exceed three (3) for the Proposal and how to communicate with them. Limit this section to a total of two (2) pages excluding the separate contact sheet.

2. **Profile of Respondent**

   Respondent shall include a brief description of the Respondent’s business and its corporate organization structure, the number of years in business, business history, the names of all affiliates, diverse business status, and future plans.

3. **Project Staffing**

   3.1 **Staffing**

   Respondent shall describe how the project will be staffed. Key project team members shall be identified by name, title and specific responsibilities on the project. Please do not include resumes of individuals; but rather include a brief paragraph describing and explaining their relevant experience and background. A detailed organizational chart for project execution must also be included.

   3.2 **Use of Detroit Residents**

   Respondent shall provide their plan to maximize the utilization of Detroit residents in conjunction with the Work, with a minimum target of 30%.
Relevant Street Light Construction/Maintenance Experience

4.1. Respondent shall provide a brief history of relevant streetlight construction and maintenance experience including the following:

A. Client name
B. Project scope
C. Location of project
D. Date of installation and duration of project
E. Type of equipment/materials installed
F. Outage/Maintenance experience
G. Right of Way (ROW) safety experience

4.2. Utility Experience

Respondent shall also provide the above information for any other utility related experience (i.e. overhead and underground lines installation and maintenance) that would display Respondent’s knowledge of general operation of electrical distribution systems and equipment.

4.3. Codes

Respondent shall provide evidence they are knowledgeable of City of Detroit’s codes and other relevant codes. (i.e. include key projects where the Respondent was required to collaborate with the City in order to execute a utility construction and/or maintenance project).

4. Material Procurement and Handling Experience

Respondent shall provide examples of the development of relevant material procurement strategies, outline agreements with equipment manufacturers or distributors, examples and explanations of warehousing capabilities and/or systems, as well as other strategies implemented to obtain and procure major equipment for projects.
Contractor shall be required to procure, store and handle all material required for the Work. The Contractor shall also handle material and equipment that has been removed from the field. The PLA and Contractor will develop the instructions to discard or store removed material and equipment.

5. Project Management Experience

Respondent shall provide relevant Project Management experience. Project Management refers to a systematic approach to a variety of related tasks and successful execution of more than one project at a time. This may include but shall not be limited to:

1. Quality Management Plan
2. Project Management certifications
3. Scheduling tools utilized (primavera preferred)
4. Cost management, tracking tools and change control system
5. Risk Management Plan
6. Hiring/Human Resource Plan
7. Time management tracking

7. Safety Program

Respondent shall include their detailed, comprehensive safety plan/manual including 2019 OSHA recordable rate. All subcontractor's and/or partner’s safety information must be included (including OSHA recordable rate).

8. Proposal Exceptions

Describe any exceptions or requested changes the Respondent has to PLA’s form agreements, Terms and Conditions, Insurance, specifications and scope of work. If there are no exceptions noted, it is assumed the Respondent will accept all form agreements, attachments and requirements identified in this RFP. Contractor further understands and agrees that only items identified as exceptions will be open to later negotiation.
If exceptions to PLA’s form agreements are taken, please submit the redlined documents in Word format, using the track changes feature. This MUST be complete and submitted in Respondents submittal. Changes will not be accepted post RFP submittal.

9. **Proposal Validity**

Contractor must acknowledge and guarantee that the Proposal shall be valid as an open offer for no less than ninety (90) business days after the submittal deadline. If the Contractor has any exceptions to this duration, then they must be listed in this section.

10. **Pricing**

It is the expectation of the PLA that the majority of the Work be performed at the unit rates negotiated between the parties as outlined in the below attachments. However, the PLA may utilize several pricing components in order to effectively execute the Work and ensure that the best value is received.

   A. Pricing Component #1 – Time and Material Rates “T&M”

      Respondent shall complete an excel form which includes the anticipated labor rates utilized by Respondent. Respondent shall also provide hourly labor and equipment rates for the construction / maintenance portion of the scope of work.

      Utilizing T&M rates requires PRE-APPROVAL and at the sole discretion of the PLA’s Project Manager. It is the expectation that the Contractor will be compensated the unit rates as identified in item B below. Unless otherwise directed by the PLA, T&M will only be approved and utilized for extenuating circumstances or instances where the Contractor is required to perform work for which there are no units.

   B. Pricing Component #2 – Miscellaneous Mark-up

      Respondent shall complete an excel form which should include cost plus markups on any material, wire and cable, subcontracting not included in the Unit Rates Pricing. Pricing for a performance bond must also be provided (based on up to $3-5M work).
C. Contractor shall provide details on their preferred methodology for wire and cable compensation.

D. Compensation for all other material shall be based on actual cost paid by the contractor plus the agreed upon mark-up. The Contractor shall be required to provide all data to support all invoice.

Financial Information

Respondent IS NOT required as part of this initial RFP response to demonstrate its financial and operational ability to perform the work under the contract; however, the Respondent understands and agrees that prior to any contract award it may be required to provide the following:

a. Annual fiscal financial statements for the previous two (2) fiscal years and fiscal financial statements for the most recent completed quarter for the counterparty or guarantor if guarantee being provided.

b. Senior unsecured debt credit rating (e.g., long-term senior unsecured debt not enhanced by third party credit support) as assessed by Standard & Poor’s, Moody’s Investor Services and/or Fitch Ratings.

c. Name of the bank which provides Contractor’s letters of credit if applicable

d. Describe existing amounts of working capital lines available, including facility size, bank names, and facility termination date

e. Contractor shall include any bankruptcy filings, provide any instances where Contractor paid, or the owner had to access the letter of credit in order to complete the project.

Article 6: Timing and Schedule

Questions must be received by Friday, July 17, 5:00PM EST. Proposals must be received by Friday, July 24, 2020, 5:00PM EST. Questions and Proposals will not be considered unless they are submitted to Chief Administrative Officer Marie A. Brown, mbrown@pladetroit.org.
Any exceptions to the response date will be accepted at PLA’s sole discretion. PLA reserves the right, in its sole discretion, to extend the RFP due date and/or the requirements of the RFP at any time.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>July 2, 2020</td>
</tr>
<tr>
<td>Pre-Bid Video Conference</td>
<td>July 13, 2020 10:00 AM</td>
</tr>
<tr>
<td>Respondent Questions Due</td>
<td>July 17, 2020 5:00 PM</td>
</tr>
<tr>
<td>RFP Responses Due</td>
<td>July 24, 2020 5:00 PM</td>
</tr>
<tr>
<td>Award Contract</td>
<td>August 7, 2020</td>
</tr>
</tbody>
</table>

The PLA will make its best effort at capturing all questions and answers discussed during the pre-bid meeting and will distribute any answers to all potential Respondents who attend the Pre-Bid Conference.

**Respondent’s Pre-Bid Conference:**

A **mandatory** Pre-bid Conference will be held over Zoom from 10-11 a.m. on Monday, July 13, 2020. See link and meeting information below:

[https://zoom.us/j/96222908292?pwd=Z0NSUGZoTWJHU0JPOGg5NFdnK21sZz09](https://zoom.us/j/96222908292?pwd=Z0NSUGZoTWJHU0JPOGg5NFdnK21sZz09)

Meeting ID: 962 2290 8292
Password: 128237

**Article 7: Review and Selection Criteria**

PLA’s objective is to identify the Proposal(s) which best meet the requirements identified in this RFP and provides the best value to the PLA and the constituents which it serves.

The evaluation process may include the assessment of both economic and non-economic criteria. The economic evaluation will be conducted primarily using price. Non-economic factors will be assessed through a due diligence process that will gauge the relative risks, value and benefits of the Proposal.

Proposals will be evaluated using a multi-step process as follows:

**Step 1** - The information provided in the Proposal will first be evaluated for completeness and consistency with the Proposal content and RFP requirements.
Step 2 - As a result of this screening review, PLA may eliminate Proposals that do not meet the requirements described in this RFP from further consideration. PLA will limit follow up contacts to clarify Proposals or request additional information only to those Proposals that meet the requirements described in this RFP. The PLA will evaluate the Proposals based on the following criteria, in no particular order:

A. Pricing  
B. Experience  
C. Project Management capabilities  
D. Safety Program  
E. Quality Management Program  
F. Location of Respondent (prefer Detroit) and plan to utilize Detroit residents

Step 3 – Based on the evaluation set forth in Step 2 above, PLA will short-list Respondents and may conduct post bid interviews prior to making a final selection.

Article 8: Additional RFP Guidelines and Terms

Please carefully review the following guidelines and terms that apply to this RFP. Submission of a response shall be interpreted as an understanding and acceptance of these guidelines and terms set forth herein:

1. **Disclaimer** - This is not a contract offer by the PLA; the RFP responses to this RFP do not bind PLA in any way. The PLA reserves the right to discontinue or modify the RFP process at any time, and makes no commitments, implied or otherwise, that this process will result in a business transaction or negotiation with one or more Respondents. All costs incurred by a Respondent in preparing a response to this RFP and in providing or obtaining additional information to or from PLA shall be borne by the Respondent.

2. **Right of Rejection / Acceptance** - PLA reserves the right to in its sole discretion to reject any or all responses, to accept any response or to select any combination of responses. PLA reserves the right to waive any irregularity contained in any response.
3. **Right of Withdrawal** – Proposal(s) may be withdrawn at any time prior to the RFP Due Date. Any request to withdraw a response must be sent via e-mail to mbrown@pladetroit.org

4. **Documents** - PLA makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP, including the attachments. The Respondent is responsible for making its own evaluation of information and data contained in this RFP and in preparing and submitting responses to this RFP.

5. **Confidentiality** - The documents, including but not limited to written, printed, graphic, electronic, photographic or voicemail materials and/or transcriptions, recordings or reproductions thereof, submitted in Response to this RFP become public record upon submission to the PLA, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

6. **Post Bid Interview** - The PLA may contact Respondent(s) to conduct an in-person interview explaining the details of their proposal.

7. **Organization and Good Standing.** By providing a Proposal, Respondent represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

8. **Power and Authority.** By providing a Proposal, Respondent represents and warrants that it has all requisite power to submit a proposal to the PLA and to carry out and perform its proposed obligations under any Agreement that may be formalized between Respondent and the PLA pursuant to this RFP. All action required on the part of the Respondent and its officers, and agents for the authorization, execution and delivery of this proposal have been taken.

9. **No Conflict or Breach.** By providing a Proposal, Respondent represents and warrants that the proposed execution, delivery and performance by the Respondent of its proposed obligations under any Agreement that may be formalized pursuant to this RFP will not result in any violation of, be in conflict with or constitute a default under, in any material
respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Respondent or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

10. **No Debarment, Pending Governmental Action or Record of Violations.** By providing a Proposal, Respondent represents and warrant that it has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Respondent has no record of violation of any federal, state or local government’s procurement, and contracting or ethics rules.

11. **Conflicts; No Undue or Improper Influence or Inducement.** By providing a Proposal, Respondent represents and warrants that no conflicts of interest exist between the Respondent and the PLA. Respondent represents and warrants that it has not, and will not, offer to PLA or any of PLA’s employees any unlawful inducement, prohibited benefit, or improper incentive to enter into any agreement with PLA. Respondent understands and agrees that no person associated with Respondent shall contact any Public Lighting Authority Director or Officer to attempt to solicit business or to in any way influence such Director or Officer outside of the contact provided pursuant to the RFP.

12. **Performance of Services; Compliance with Law.** By providing a Proposal, Respondent represents and warrants that the Work proposed to be performed under any Agreement that may be formalized pursuant to this RFP will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Respondent’s actions and performance of the Services under any Agreement that may be formalized pursuant to this RFP throughout the term of such Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to PLA’s operations or to which PLA is otherwise bound. Respondent has, and will maintain throughout the term of such Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Respondent contained in any proposal
submitted pursuant to this RFP contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

13. **Notice to Proceed; Purchase Orders.** Respondent understands and agrees that no work is to be performed under this proposal unless and until an Agreement is signed and a purchase order for the specific work is issued by the PLA. Moreover, Respondent understands any work performed pursuant to this RFP.

14. **Approval of Board; Subject to Contract Negotiations.** Respondent understands and agrees that any vote by the PLA Board of Directors or selection of the Respondent merely evidences the PLA’s intent to enter into negotiations with Respondent. Respondent understands and agrees that its proposal shall not be construed as a contract offer, and that the PLA is the only Party that may make an offer to Respondent once the Board has approved negotiations with pursuant to this RFP. No action by the PLA shall be construed to represent that an Agreement or any contractual obligation exists other than the full execution by both Parties of a final Agreement. Respondent further understands and agrees: (1) that, even if the PLA approves negotiations with Respondent, a final contract may not be executed, and Respondent has no right or cause of action against the PLA in the event that a final agreement cannot be reached by the Parties; and (2) the PLA may choose to not enter into an Agreement with Respondent at any time, and for any reason.

15. **Assurances or Reassurances.** The PLA has the right to request any Assurances or Reassurances from Respondent it deems necessary at any time before, during and after the RFP due date and or the formation of a contract to ensure Respondent has the capacity to carry out the work. Such Assurances or Reassurances may be in the form: (1) of a sample of the method of contract performance Respondent proposes, (2) requesting financial information from Respondent to ensure it possesses the financial capacity to fund the work; or (3) any other actions or information the PLA, in its sole judgment, deems necessary. Respondent understands and agrees that the PLA has no obligation to compensate Respondent for any costs associated with providing such Assurances or Reassurances.
16. **Contract Approval Does Not Guarantee Any Work; Multiple Vendors; Multiple Scopes.** Respondent understands and agrees that any Agreement that may be entered into between Respondent and the PLA does not guarantee any specific amount, quantity, or quality of work. All work assigned by the PLA shall be evidenced in the form of a validly issued purchase order that will only be issued after a valid Agreement is executed by the Parties. Respondent further understands and agrees that the PLA may select one (1) or more responding vendors to perform all or any portion of the work the PLA requires. Respondent has no rights, contractual or otherwise, to any work under this RFP, and may be assigned only a portion of the work the PLA requires. If the pricing proposed under this RFP is dependent upon a specific quantity of work, Respondent must state the range of pricing it will charge based on the specify quantities of work assigned.
ATTACHMENT A
Scope of Work

**Project Name:** Upgrading Street Lighting on Mound Road (Casmere Street to Outer Drive East)

**Date Issued for Consideration:** 07/02/2020  
**Pricing Due Date:** 07/24/2020

1. **Scope of Work:**

   This project consists of upgrading the street lighting on Mound Road from Casmere Street to Outer Drive East. The existing lighting will be removed and updated with new luminaires on wood poles located within the Mound Road median on either side. (see attached drawings)

   - Additional information related to guidelines of project can be found on sheet GI-01(General Information) of attached PDF drawings.

   - Upon completion of installation, drawings shall be turned over to company in accordance with the project schedule with the purchase order.

   The as-built drawing package shall consist of the following:

   - Final electronic file of the ESRI Arch Map design and all meta data associated with design
   - PDF (s) files of the design
   - The design file must be compatible with the Public Lighting Authority version of ESRI, Arch GIS Map software.
   - The PDF(s) must contain all of the appropriate signoffs/signatures.

   - Contractor shall assist with meeting with the appropriate governing agencies to determine a need for staging plans.

   - New and revised drawing(s) prepared for the PLA may be subject to review prior to turnover. Any discrepancies found during the review process shall be corrected by the Contractor prior to acceptance by PLA. Corrections will be made in a timely manner and resubmitted to PLA for verification within ten (10) business days of notification.

   PLA will not accept drawings containing markups, construction notes or comments for final turnover. All drawing comments must be resolved and incorporated prior to turnover - this includes vendor drawing and document markups.

   - At the completion of the project the Contractor must provide all as-built drawings in acceptable form and format before requesting final payment for services.

2. **Location of work:**
   a. Mound Road from Casmere Street to Outer Drive East (48212/48234)

3. **Work Completion Date:**
   a. TBD
Before the CONTRACTOR, or their Subcontractors, DOES ANY WORK under the Purchase Order or Contract, the CONTRACTOR SHALL FURNISH to The Public Lighting Authority, CERTIFICATE(S) OF INSURANCE evidencing that insurance has been provided to meet, at minimum, the requirements as set forth in this Appendix. It is expressly understood that the obtaining or maintenance of insurance as is herein required, shall in no way limit or release CONTRACTOR's or Subcontractor's liability under the indemnification provisions of the Purchase Order or Contract, for which this insurance is provided.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM LIMITS OF COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers' Compensation:</td>
<td>Statutory requirements for the State of Michigan and/or for the state where the work will be performed.</td>
</tr>
<tr>
<td>2. Employers' Liability: (The limits required may be satisfied by a combination of primary and/or excess coverage):</td>
<td>$1,000,000 each person</td>
</tr>
<tr>
<td>3. Business Automobile Policy when applicable (see Section E. (d) herein). Applies to Owned, Non-Owned and Hired: (The limits required may be satisfied by a combination of primary and/or excess coverage):</td>
<td>$5,000,000 each occurrence</td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td></td>
</tr>
<tr>
<td>4. Commercial General Liability (The limits required may be satisfied by a combination of primary and/or excess coverage):</td>
<td>$5,000,000 each occurrence</td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td></td>
</tr>
<tr>
<td>If overhead electric line work, tree trimming/line clearance or attaching to utility poles:</td>
<td>$10,000,000 each occurrence</td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td></td>
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</tbody>
</table>

A) CONTRACTOR'S and/or its Subcontractors' COVERAGE SHALL:
   a. Include PLA and Owner’s Representative as additional insured. Such additional insured status shall be provided by an endorsement at least as broad as the Insurance Services Office (ISO) endorsement CG 2010 or its equivalent (See Section B. herein).
   b. Include a cross liability clause.
   c. Provide that insurers who satisfy these requirements may not cancel, non-renew, materially alter or reduce coverage or limits unless they have delivered thirty (30) days prior written notice to the Buyer.
   d. Be primary to any potentially applicable insurance carried by or arranged for PLA.
   e. Provide that the contractor's insurer shall have no rights of recovery, by subrogation or otherwise, against PLA.
   f. Include blanket contractual coverage.
   g. Include products and/or completed operations coverage for a period of at least two (2) years after the completion of the service or work.
   h. If it is applicable or becomes applicable to the work under the Purchase Order or Contract, provide Professional Liability Insurance and/or Errors & Omissions Liability Insurance with combined single limits of at least $5,000,000 (satisfied by separate policy if needed)
   i. Contain no exclusions for explosion, collapse or underground property damage hazards (XCU coverage).
j. If it is applicable or becomes applicable to the work under the Purchase Order or Contract, provide Pollution/Environmental Impairment Liability Insurance with limits of at least $5,000,000 per occurrence (satisfied by separate policy if needed).

k. If it is applicable or becomes applicable to the work under the Purchase Order or Contract, provide Builders Risk Insurance with limits as determined by PLA’s Risk Management officer.

B) Initial certificates of insurance and other evidence of coverage are to be provided to the Buyer and become a part of the Purchase Order or Contract. All Contractor's certificates of insurance shall state on the certificate:

"PLA is additional insured and the above listed liability insurance includes blanket contractual coverage"

All certificates must also state that no material change or cancellation can be effective without thirty (30) days prior written notice to the Buyer. Immediately upon renewal, rewrite or new issue of its insurance coverage, Contractor shall provide to the Buyer, all such certificates of insurance and other evidence of coverage to satisfy all of the provisions herein. Such certificates must be sent to the Buyer.

C) If requested by the PLA, Contractor shall provide a copy of its broad additional insured endorsement (or that section of its policy) that states that PLA is additional insured on Contractor's liability policies (see Type of Insurance 4 herein).

D) Contractor expressly understands and agrees that any discussion, negotiation or acceptance of a certificate of insurance by PLA is expressly understood NOT to constitute a review or approval of the CONTRACTOR's or Subcontractor's insurer, insurance coverage or available limits, or a waiver or modification of any of the insurance requirements described herein.

Should any of the work:

a. Be upon or contiguous to navigable bodies of water or subject to Admiralty jurisdiction, CONTRACTOR and/or its Subcontractors shall also carry insurance covering their employees for benefits available and insurance against employer's liabilities under the Federal Longshoremen's and Harbor Workers' Act (44 U.S. Stat. 1424 (as amended)) and under the Jones Act (41 U.S. Stat. 988 (as amended)) or under the General Maritime Law.

b. Involve watercraft owned, hired or operated by the CONTRACTOR and/or its Subcontractors, CONTRACTOR and/or its Subcontractors shall also provide coverage for liability arising out of such watercraft with a combined single limit not less than $5,000,000 each occurrence. If the hull is insured, such insurance shall contain the insurer's waiver of subrogation rights against PLA. All relevant provisions of these insurance requirements also apply to this specific requirement.

c. Involve aircraft (fixed wing or helicopter) owned, hired or operated by the CONTRACTOR and/or its Subcontractors, then CONTRACTOR and/or its Subcontractors shall also provide coverage for liability arising out of such aircraft with a combined single limit of not less than $50,000,000 each occurrence and such limit shall apply to Bodily Injury (including passengers) and Property Damage. If the craft is insured, such insurance shall contain the insurer's waiver of subrogation rights against PLA. All relevant provisions of these insurance requirements also apply to this specific requirement.

d. Involve licensed vehicle(s) utilized within the scope of work performed under the Contract, CONTRACTOR and/or its Subcontractors shall provide evidence of Automobile Liability Insurance coverage as outlined in Section 3 herein.

e. Involve interstate or intrastate transportation of hazardous cargoes as defined by the Motor Carrier Act of 1980 (as amended), CONTRACTOR and/or its Subcontractors shall provide evidence of compliance with the financial responsibility requirements of the Motor Carrier Act (Form MCS-90 or guarantee bond (as amended)).

f. Be within 50 feet of any railroad property, CONTRACTOR and its subcontractors shall each maintain a Railroad Protective Liability Insurance Policy naming the railroad(s) as named insured, for an amount of not less than the greater of $5,000,000 per occurrence or the limit of insurance required by the owner of the railroad property.

E) The provisions of the various insurance policies and the insurers issuing such policies are subject to PLA Energy's and/or its subsidiaries approval and a copy of the applicable insurance policies shall be furnished by the CONTRACTOR at the request of PLA Energy Company and/or its subsidiaries.

F) All deductibles or retentions on any of the policies of insurance required herein shall be for the account of the Contractor.