



CITY of NOVI CITY COUNCIL

Agenda Item N
May 6, 2019

SUBJECT: Approval of a DTE Purchase Agreement to remove and relocate seven (7) DTE Energy utility poles to allow for the realignment and reconstruction of Flint/Bond Street as part of the proposed ring road located around the intersection of Novi Road and Grand River Avenue in the amount of \$55,017.54.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 55,017.54
AMOUNT BUDGETED	\$ 220,740
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	203-203.00-865.261

BACKGROUND INFORMATION:

The realignment and reconstruction of Flint/Bond Street is part of the Capital Improvement Program (CIP) slated for FY 2019-20. The Flint/Bond Street "ring road" is included in the City's Master Plan around the intersection of Novi Road and Grand River Avenue to relieve traffic congestion and provide access to vacant land without frontage on either Grand River Avenue or Novi Road. The work includes extending the road to the west and acquiring all necessary right-of-way and easements for this extension. The existing gravel road will be replaced with an asphalt road with curb and gutter. Future Bond Street will include two eleven foot wide lanes and an eight foot parking lane along the South side of the roadway. There will also be a 6'-wide sidewalk along the south side and a 10'-wide pathway on the north side of the roadway.

The existing DTE Energy (Detroit Edison Company) utility poles are located within the influence of the new road alignment; therefore the City is required to relocate seven utility poles and all overhead electrical lines. These poles will be removed and new utility poles with overhead electrical wires and transformers will be installed in the 70' variable width Road Right-of-Way accepted by City Council at their Regular Meeting on April 15, 2019. The attached location map depicts the utility poles to be removed in "red" and the utility poles to be installed in "green".

Engineering staff worked with DTE Energy to determine the appropriate location for all seven proposed utility poles, overhead electrical lines, and transformers to properly service the area. DTE Energy is requesting approval and execution of the attached Purchase Agreement. The agreement requires the City to pay \$55,017.54 for this effort. Please note in DTE's cover letter of the agreement, it states "Regarding: 42600 12 Mile Road, Novi". Given there was no physical address assigned to this project work order, it was determined by DTE that the work order would be assigned under an existing project located at 42600 12 Mile Road. Attached are two (2) copies of the purchase agreement that need to be executed.

The City is currently working with DTE Energy to coordinate efforts in order to minimize any conflicts or delays associated with the proposed project work scope. Construction for this project is slated to begin shortly after July 1, 2019 and completion is expected to be completed in late Fall 2019.

The proposed agreement has been reviewed and is recommended for approval by Engineering staff and the City Attorney (Beth Saarela, April 29, 2019).

RECOMMENDED ACTION: Approval of a DTE Purchase Agreement to remove and relocate seven (7) DTE Energy utility poles to allow for the realignment and reconstruction of Flint/Bond Street as part of the proposed ring road located around the intersection of Novi Road and Grand River Avenue in the amount of \$55,017.54.

FLINT/BOND STREET DTE POLE RELOCATIONS



Map Author: Aaron Staup
 Date: April 29, 2019
 Project: Flint-Bond Street Construction
 Version #: 1

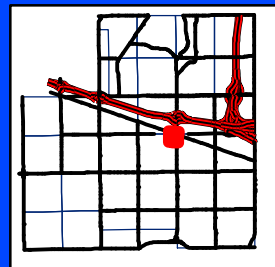
Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

To Be Relocated

New Poles



City of Novi
 Engineering Division
 Department of Public Works
 26300 Lee BeGole Drive
 Novi, MI 48375
 cityofnovi.org



1 inch = 184 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

April 29, 2019

George Melistas, Senior Engineering Manager
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: *The Bond - Flint Street DTE Pole Relocations*

Dear Mr. Melistas:

We have received and reviewed the enclosed Agreement for Temporary or Permanent Line Relocation provided by DTE Energy in response to the City's request for the relocation of utility poles owned by DTE adjacent to the Bond Development along Flint Street. The Agreement is generally a standard agreement for the City to pay for pole relocation services provided by DTE. It is our understanding the notation on the Agreement of "42600 Twelve Mile," pertains to the Purchase Order rather than the location of the work.

Although the terms of the Agreement, generally, include the requirement for the City to pay for services and for the City to flag certain types of underground improvements and obstructions prior to DTE commencing work, it is worth noting, as indicated with respect to previous pole relocation projects, that DTE includes a provision limiting its liability for damages to the cost of repairing or replacing the utilities in question, or providing a refund. In accordance with the limitation, DTE arguably would not be responsible for any damages to property or injuries to persons occurring during the contracted work other than to the utility poles themselves. Additionally, the City will be responsible for damages to the work caused by the City or its agents and employees. In that regard, the City may have to rely on its own insurance coverage with respect to any damage to the project, to City property and possibly to injuries to City employees and/or agents. With respect to damages or injuries to third parties, even though DTE indicates that it is not responsible for these damages, a court is not likely to release DTE from liability with respect to nonparties who have not agreed to release DTE from liability. Since the Agreement does not require the City to indemnify DTE, a court may still find DTE responsible for damages to third parties. DTE has denied the City's past requests to remove Paragraph 7 from the Agreement.

Subject to the City accepting the limitation of DTE's liability as set forth in the Agreement, we see no legal impediment to entering into the proposed Accounts Receivable Agreement in its current format.

George Melistas, Senior Engineering Manager
City of Novi
April 29, 2019
Page 2

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

Enclosure

C: Cortney Hanson, Clerk (w/ Enclosure)
Jeffrey Herczeg, Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

8001 Haggerty Rd
Belleville, MI 48111



Monday, April 29, 2019

CITY OF NOVI
George Melistas
26300 Lee BeGole Drive
Novi, MI 48375

Regarding: 42600 12 Mile Rd, Novi

Enclosed are two (2) copies of the Temporary or Permanent Line Relocation Agreement for your signature. The payment for this work is \$55,017.54 for a Permanent Relocation based on: Remove 8 Poles, 1364 Primary Conductor, Primary Details, Secondary Details, Span guys, Down Guys, Anchors. Install 7 Poles, 1364 Primary Conductor, Primary Details, Secondary Conductor, Secondary Details, Down Guys, Anchors.

Please return the signed document to me with a check made payable to DTE Energy. To ensure proper credit, the contract number should be indicated on your remitted check. Keep the "Customer Copy" document for your records. When we receive the signed document and your check, we will proceed to schedule the work.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

A handwritten signature in black ink that reads "Deon R. Jones". The signature is fluid and cursive.

Deon R. Jones
Planner

734-397-4125

deon.jones@dteenergy.com

enclosures:

Two copies of the Temporary or Permanent Line Relocation Agreement



Agreement for
Temporary or Permanent Line Relocation
No. 52995551

"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:
The DTE Energy Company
8001 Haggerty Rd
Belleville, MI 48111

"Customer" is:
CITY OF NOVI
George Melistas
26300 Lee BeGole Drive
Novi, MI 48375

Background Statement: Customer agrees to reimburse DTE Energy for permanent relocation of equipment in the vicinity of 42600 12 Mile Rd, Novi. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

**DTE Energy and Customer agree to the following terms:
See details of this contract under the Terms and Conditions section**

Payment for the permanent relocation is \$55,017.54.

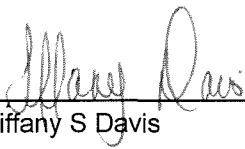
The type of work to be performed:

Remove 8 Poles, 1364' Primary Conductor, Primary Details, Secondary Details, Span guys, Down Guys, Anchors. Install 7 Poles, 1364' Primary Conductor, Primary Details, Secondary Conductor, Secondary Details, Down Guys, Anchors.

In return for the above reimbursement payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives full payment for the above work. The price quoted on this agreement shall be in effect for a period of six (6) months from the date hereof.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission. The above charge covers only the removal/relocation of **DTE Energy owned** equipment.

It is the customer's responsibility to contact other companies (usually telephone, cable TV) that have equipment on the pole (or in the trench) to determine whether additional charges may incur from this move. **Payment for these charges is the customer's responsibility and will be made by separate agreement between the customer and the other companies.**

DTE Energy:(sign)  Title: Supervisor Date: 4-29-2019
Tiffany S Davis

Customer:(sign) _____ (print) _____ Date: _____
(sign) _____ (print) _____ Date: _____

Terms and Conditions
Agreement for Temporary or Permanent Line Relocation

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground or overhead conductors and any associated overhead or underground equipment required for the line relocation, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
 - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
 - a. private electrical lines
 - b. sprinkler systems
 - c. invisible fences
 - d. swimming pool hardware
 - e. septic tanks and fields
 - f. fiber optic lines
 - g. security systems
 - h. heated sidewalk and driveway equipment
 - i. burial sites of pets
 - j. geothermal systems
 - k. private water mains and lines
 - l. solar power equipment
 - m. privately owned gas
 - n. propane and petroleum lines
 - o. any other underground equipment not previously listed.
 - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
 - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
5. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
6. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
7. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
8. **Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
9. **Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
10. **Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
11. **Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent

jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

12. Entire Agreement - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.



**Agreement for
Temporary or Permanent Line Relocation
No. 52995551**

"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:
The DTE Energy Company
8001 Haggerty Rd
Belleville, MI 48111

"Customer" is:
CITY OF NOVI
George Melistas
26300 Lee BeGole Drive
Novi, MI 48375

Background Statement: Customer agrees to reimburse DTE Energy for permanent relocation of equipment in the vicinity of 42600 12 Mile Rd, Novi. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

**DTE Energy and Customer agree to the following terms:
See details of this contract under the Terms and Conditions section**

Payment for the permanent relocation is \$55,017.54.

The type of work to be performed:

Remove 8 Poles, 1364' Primary Conductor, Primary Details, Secondary Details, Span guys, Down Guys, Anchors. Install 7 Poles, 1364' Primary Conductor, Primary Details, Secondary Conductor, Secondary Details, Down Guys, Anchors.

In return for the above reimbursement payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives full payment for the above work. The price quoted on this agreement shall be in effect for a period of six (6) months from the date hereof.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission. The above charge covers only the removal/relocation of **DTE Energy owned** equipment.

It is the customer's responsibility to contact other companies (usually telephone, cable TV) that have equipment on the pole (or in the trench) to determine whether additional charges may incur from this move. **Payment for these charges is the customer's responsibility and will be made by separate agreement between the customer and the other companies.**

DTE Energy:(sign) *Tiffany S Davis* Title: Supervisor Date: 4-29-2019
 Tiffany S Davis
 Customer:(sign) _____ (print) _____ Date: _____
 (sign) _____ (print) _____ Date: _____

CUSTOMER COPY

Terms and Conditions
Agreement for Temporary or Permanent Line Relocation

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground or overhead conductors and any associated overhead or underground equipment required for the line relocation, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
 - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
 - a. private electrical lines
 - b. sprinkler systems
 - c. invisible fences
 - d. swimming pool hardware
 - e. septic tanks and fields
 - f. fiber optic lines
 - g. security systems
 - h. heated sidewalk and driveway equipment
 - i. burial sites of pets
 - j. geothermal systems
 - k. private water mains and lines
 - l. solar power equipment
 - m. privately owned gas
 - n. propane and petroleum lines
 - o. any other underground equipment not previously listed.
 - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
 - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
5. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
6. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
7. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
8. **Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
9. **Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
10. **Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
11. **Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent

jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

12. Entire Agreement - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

CUSTOMER COPY

8001 Haggerty Rd
Belleville, MI 48111



Monday, April 29, 2019

CITY OF NOVI
George Melistas
26300 Lee BeGole Drive
Novi, MI 48375

Regarding: 42600 12 Mile Rd, Novi

Enclosed are two (2) copies of the Temporary or Permanent Line Relocation Agreement for your signature. The payment for this work is \$55,017.54 for a Permanent Relocation based on: Remove 8 Poles, 1364 Primary Conductor, Primary Details, Secondary Details, Span guys, Down Guys, Anchors. Install 7 Poles, 1364 Primary Conductor, Primary Details, Secondary Conductor, Secondary Details, Down Guys, Anchors.

Please return the signed document to me with a check made payable to DTE Energy. To ensure proper credit, the contract number should be indicated on your remitted check. Keep the "Customer Copy" document for your records. When we receive the signed document and your check, we will proceed to schedule the work.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

A handwritten signature in black ink that reads "Deon R. Jones".

Deon R. Jones
Planner

734-397-4125

deon.jones@dteenergy.com

enclosures:

Two copies of the Temporary or Permanent Line Relocation Agreement



Agreement for
Temporary or Permanent Line Relocation
No. 52995551

"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:
The DTE Energy Company
8001 Haggerty Rd
Belleville, MI 48111

"Customer" is:
CITY OF NOVI
George Melistas
26300 Lee BeGole Drive
Novi, MI 48375

Background Statement: Customer agrees to reimburse DTE Energy for permanent relocation of equipment in the vicinity of 42600 12 Mile Rd, Novi. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

**DTE Energy and Customer agree to the following terms:
See details of this contract under the Terms and Conditions section**

Payment for the permanent relocation is \$55,017.54.

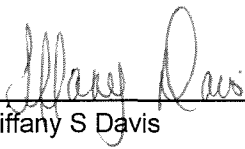
The type of work to be performed:

Remove 8 Poles, 1364' Primary Conductor, Primary Details, Secondary Details, Span guys, Down Guys, Anchors. Install 7 Poles, 1364' Primary Conductor, Primary Details, Secondary Conductor, Secondary Details, Down Guys, Anchors.

In return for the above reimbursement payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives full payment for the above work. The price quoted on this agreement shall be in effect for a period of six (6) months from the date hereof.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission. The above charge covers only the removal/relocation of **DTE Energy owned** equipment.

It is the customer's responsibility to contact other companies (usually telephone, cable TV) that have equipment on the pole (or in the trench) to determine whether additional charges may incur from this move. **Payment for these charges is the customer's responsibility and will be made by separate agreement between the customer and the other companies.**

DTE Energy:(sign)  Title: Supervisor Date: 4-29-2019
Tiffany S Davis

Customer:(sign) _____ (print) _____ Date: _____
(sign) _____ (print) _____ Date: _____

Terms and Conditions
Agreement for Temporary or Permanent Line Relocation

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground or overhead conductors and any associated overhead or underground equipment required for the line relocation, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
 - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
 - a. private electrical lines
 - b. sprinkler systems
 - c. invisible fences
 - d. swimming pool hardware
 - e. septic tanks and fields
 - f. fiber optic lines
 - g. security systems
 - h. heated sidewalk and driveway equipment
 - i. burial sites of pets
 - j. geothermal systems
 - k. private water mains and lines
 - l. solar power equipment
 - m. privately owned gas
 - n. propane and petroleum lines
 - o. any other underground equipment not previously listed.
 - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
 - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
5. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
6. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
7. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
8. **Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
9. **Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
10. **Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
11. **Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent

jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

12. Entire Agreement - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.



Agreement for
Temporary or Permanent Line Relocation
No. 52995551

"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:
The DTE Energy Company
8001 Haggerty Rd
Belleville, MI 48111

"Customer" is:
CITY OF NOVI
George Melistas
26300 Lee BeGole Drive
Novi, MI 48375

Background Statement: Customer agrees to reimburse DTE Energy for permanent relocation of equipment in the vicinity of 42600 12 Mile Rd, Novi. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

**DTE Energy and Customer agree to the following terms:
See details of this contract under the Terms and Conditions section**

Payment for the permanent relocation is \$55,017.54.

The type of work to be performed:

Remove 8 Poles, 1364' Primary Conductor, Primary Details, Secondary Details, Span guys, Down Guys, Anchors. Install 7 Poles, 1364' Primary Conductor, Primary Details, Secondary Conductor, Secondary Details, Down Guys, Anchors.

In return for the above reimbursement payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives full payment for the above work. The price quoted on this agreement shall be in effect for a period of six (6) months from the date hereof.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission. The above charge covers only the removal/relocation of **DTE Energy owned** equipment.

It is the customer's responsibility to contact other companies (usually telephone, cable TV) that have equipment on the pole (or in the trench) to determine whether additional charges may incur from this move. **Payment for these charges is the customer's responsibility and will be made by separate agreement between the customer and the other companies.**

DTE Energy:(sign) *Tiffany S Davis* Title: Supervisor Date: 4-29-2019
Tiffany S Davis

Customer:(sign) _____ (print) _____ Date: _____
(sign) _____ (print) _____ Date: _____

CUSTOMER COPY

Terms and Conditions
Agreement for Temporary or Permanent Line Relocation

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground or overhead conductors and any associated overhead or underground equipment required for the line relocation, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
 - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
 - a. private electrical lines
 - b. sprinkler systems
 - c. invisible fences
 - d. swimming pool hardware
 - e. septic tanks and fields
 - f. fiber optic lines
 - g. security systems
 - h. heated sidewalk and driveway equipment
 - i. burial sites of pets
 - j. geothermal systems
 - k. private water mains and lines
 - l. solar power equipment
 - m. privately owned gas
 - n. propane and petroleum lines
 - o. any other underground equipment not previously listed.
 - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
 - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
5. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
6. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
7. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
8. **Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
9. **Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
10. **Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
11. **Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent

jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

12. Entire Agreement - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

CUSTOMER COPY

Green Cobra™ LED Street Lights

The GreenCobra™ series has received wide approval and exhibited proven performance with hundreds of thousands of luminaires installed across North America



LEOTEK®

www.leotek.com



Savannah, GA



Los Angeles, CA



Seattle, WA



California DOT (CalTrans)



Milpitas, CA



GreenCobra™ Series

Four sizes deliver the lumen packages and appropriate housing scale for multiple mounting heights:



GCI



- Sized for residential street applications.
- Lumen packages up to 7,500 lumens.



GCM



- Mid-size covers commercial and wider local streets.
- Lumen packages up to 15,400 lumens.



GCL



- High lumen output for commercial intersections and high-speed roadways.
- Lumen packages up to 23,000 lumens.

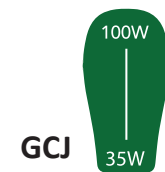


GC2



- High lumen output for commercial intersections and high-speed roadways.
- Lumen packages up to 39,000 lumens.

HPS Equivalent Range



GCI



GCM



GCL



GC2

Dimensions

Length	Width	Height
18.35"	9.55"	4.78"
466mm	243mm	121mm

Length	Width	Height
21.6"	11.2"	5.4"
550.9mm	310.3mm	137mm

Length	Width	Height
25.2"	15.2"	5.7"
640mm	386mm	145mm

Length	Width	Height
30.31"	15.75"	6.45"
770mm	400mm	164mm

Leotek believes that good design integrates simplicity and functionality. The GreenCobra™ Series is built with durable high-strength materials and reliable components, and is backed by Leotek USA's Standard 10-Year Warranty and 20 years of experience building LED lighting products.



Single-Cast Housing

The single-cast GreenCobra™ housing (GCJ, GCM, GCL) is made of corrosion-resistant aluminum and provides a continuous thermal path from the LED light engine to ambient air. This enables passive heat dissipation along the entire length of the luminaire.

This design approach makes it possible to introduce an elegant, low-profile luminaire without compromising efficiency.

All GreenCobra™ luminaires withstand the 5000-hour ASTM B-117 salt spray test through the use of low-copper content alloys and a robust Multi-stage polyester powder coat finish.

Robust, Efficient Light Engines

The L90 100,000-hour rated (per TM-21) integrated LED light engine design minimizes complexity while maximizing reliability.

High uniformity LED optics are constructed of durable optical polymer that is impact and UV resistant to ensure efficient light transmission over the life of the luminaire. There is 0% uplight and performance is compliant with IESNA RP-8-14.

GreenCobra™ IP-66 rated light engines use an array of discrete LEDs. Discrete LEDs are designed to offer better maintained light output than large chip-on-board LEDs. There is less glare since the LED light sources are distributed, not concentrated in a small area.

One-piece optics are more efficient than optics that use flat tempered cover glass. With secondary cover glass, a significant percentage of light is reflected back and never reaches the roadway.

Standard LED Color Temperatures

3000K (Warm White)

Color similar to incandescent lamps. Accepted by the International Dark-Sky Association as dark-sky friendly, but lower efficacy than neutral white LEDs.

4000K (Neutral White)

Most popular option for street lighting; offers no compromise in efficacy with color similar to moonlight.

5000K (Cool White)

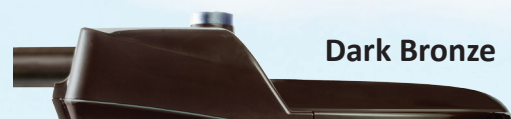
Cool color with perceived brighter appearance; efficacy is similar to neutral white LEDs.



Choice of Standard Finishes



Grey



Dark Bronze



Black

Control Ready for Wireless Nodes

If you plan on installing wireless nodes immediately, we recommend that you specify the control ready option, PCR7-CR. If you do not plan on installing nodes until a later date, and you initially want current selector capability to field adjust light levels, you should specify PCR7.

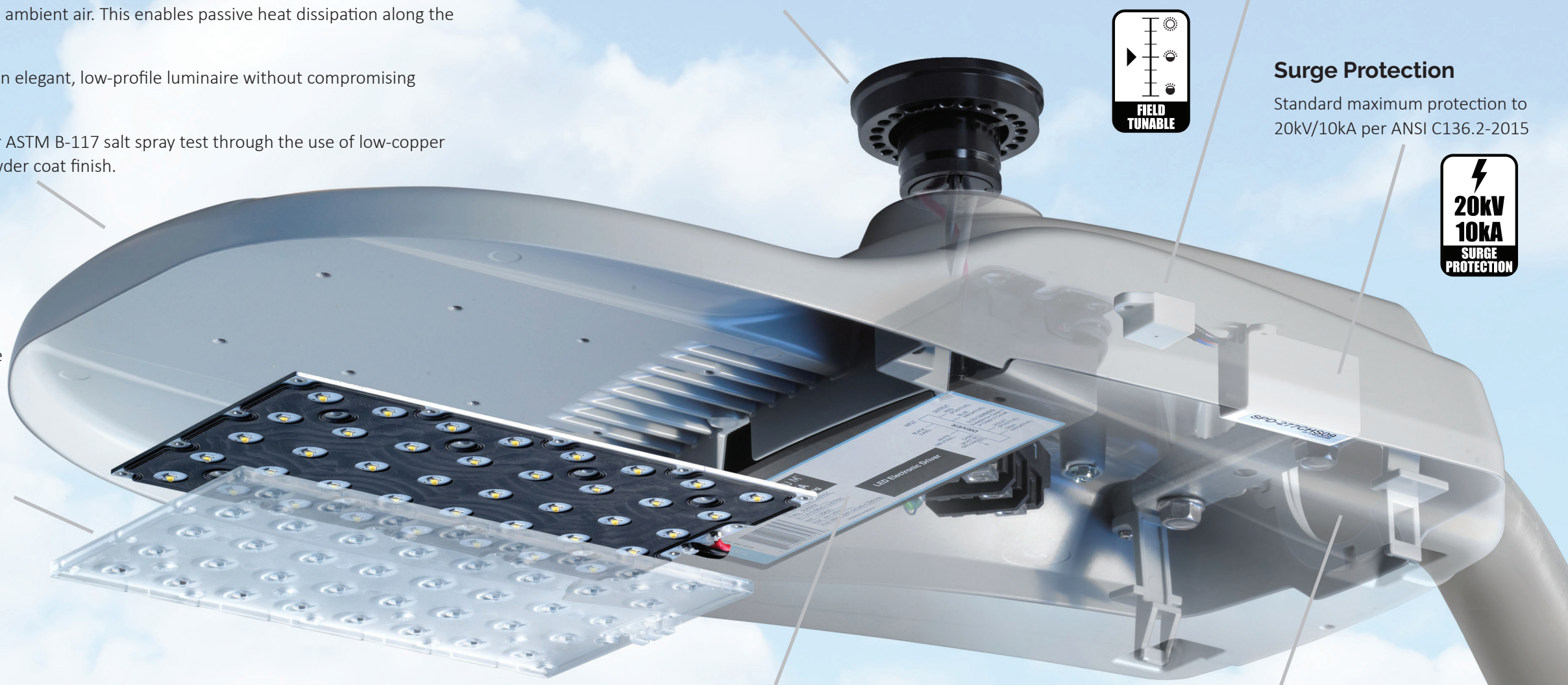
Light Level Control Options

The dimmable power supply enables field-adjustable light levels with the standard positive-lock current selector. Continuous dimming is also available on all GreenCobra™ luminaires using a wireless dimming node (supplied by others).



Surge Protection

Standard maximum protection to 20kV/10kA per ANSI C136.2-2015



Power Supplies

GreenCobra™ luminaires are designed with power supplies that are rated for 100,000 hours of life with standard 1-10V dimming.

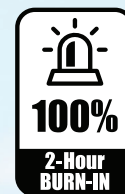
Wildlife Ingress Protection

All Leotek luminaires feature a Wildlife Guard. Our exclusive rubber Wildlife Guard is an option on GreenCobra™ GCJ, GCM, GCL and standard on GC2. This guard conforms to all standard mast arm sizes with no gaps and provides extra protection to ensure long life.

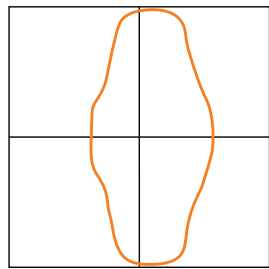


Rigorous Testing and Certification Process

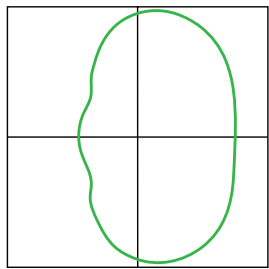
Each GreenCobra™ luminaire is carefully assembled and tested at Leotek's USA facility in San Jose, California. The light engines are 100% tested prior to assembly. Every luminaire is 100% performance tested for proper light output and wattage after a 2-hour burn-in period.



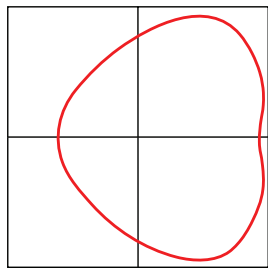
Distribution Types



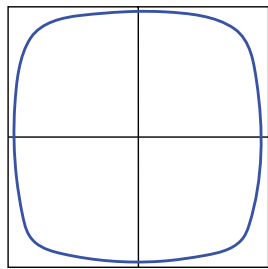
Type 2



Type 3



Type 4



Type 5

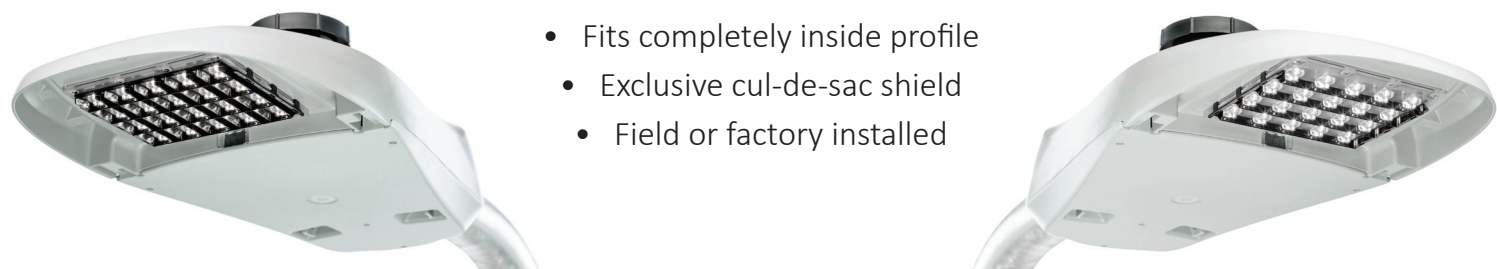
Field-Tuning of Light Levels

GreenCobra™ luminaires include a standard dimmable 1-10V power supply with a positive-lock LED current selector. This enables end users to easily change light levels in the field if necessary. The positive-lock current selector ensures light levels aren't changed accidentally during installation.



Light Trespass Shielding

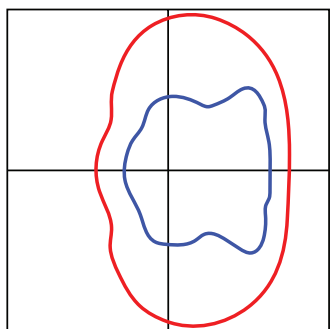
Snap-on Shields are universal and interchangeable between GCJ (one shield), GCM (two shields), and GCL (four shields), which simplifies stocking and installation logistics.



- Fits completely inside profile
- Exclusive cul-de-sac shield
- Field or factory installed

Snap-on Cul-de-Sac Shield (CSS)

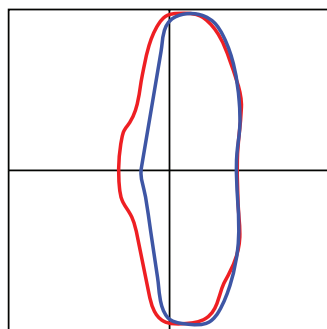
GCJ Type 3 Light Distribution



With Shield: ■ Without Shield: ■

Snap-on House Side Shield (HSS)

GCJ Type 2 Light Distribution



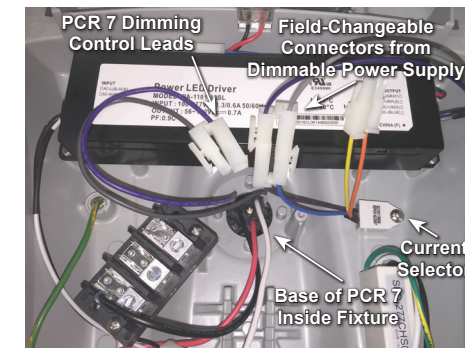
House Side Shield and Cul-de-Sac Shield options are available for light trespass control that can be easily field-installed.



Street Light Control Options

PCR7 Option (ANSI C136.41 Compliant)

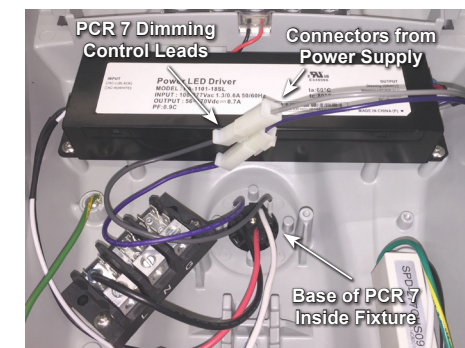
- Field-adjustable positive-lock current selector to change light output
- All factory drive current settings available
- 1-10V leads factory-wired to current selector with molex style connectors
- Field-changeable connectors quickly enable wireless node dimming, if desired in the future
- Also accepts standard (3-wire) photocell



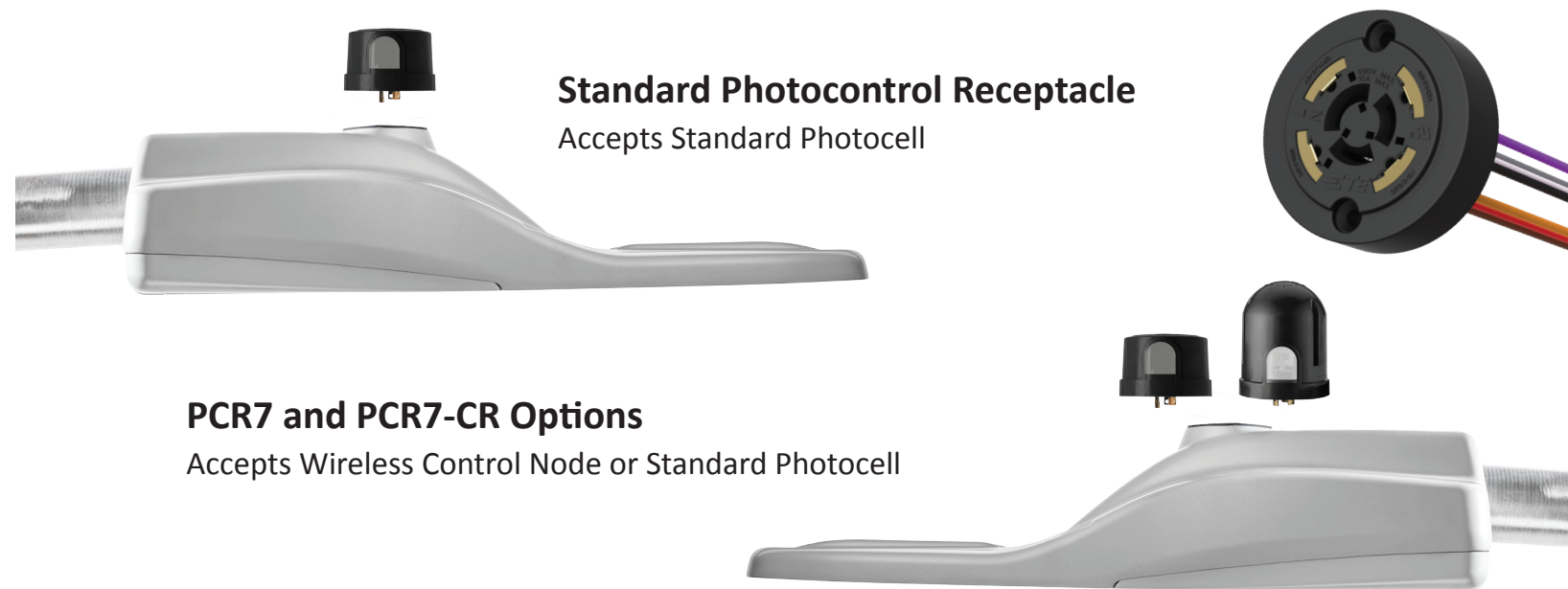
PCR7 Option

PCR7-CR Option (ANSI C136.41 Compliant)

- Factory-wired for "control-ready" 1-10V dimming with wireless node (by others)
- Maximum drive currents are standard (either 700 or 1A). For other drive currents, consult the factory.
- Also accepts standard (3-wire) photocell



PCR7-CR Option



Standard Photocontrol Receptacle

Accepts Standard Photocell

PCR7 and PCR7-CR Options

Accepts Wireless Control Node or Standard Photocell

Comparison Chart

Option Code	Receptacle	Wireless Dimming Node Control-Ready	Requires Field Connections for Wireless Node	Field-Adjustable Drive Current to Change Light Output
Standard Photocontrol Receptacle ¹	3-Wire	N/A	N/A	Yes
PCR7 ^{2,3}	7-Wire	No	Yes	Yes
PCR7-CR ^{3,4}	7-Wire	Yes	No	No

1. A 3-wire photocell is standard on the GC luminaires.
2. Five-wire receptacle (PCR5 and PCR5-CR options) available. Consult factory.
3. Current selector included to allow field selection of desired current to change light output.
4. Furnished "control-ready" at factory for wireless node (by others). Control-ready option is set at luminaire's maximum drive current (refer to specification sheet).

Visit Leotek.com to learn more about our innovative LED Lighting products



Arieta®

Suited for numerous applications, including parking lots, campuses, office complexes, streets and public parks, Arieta™ is universally retrofittable. Arieta is available in two housing sizes (AR-13 & AR-18) and a wide range of lumen packages to match the visual scale of multiple pole mounting heights.



Eseta™

Eseta's subtly distinctive form harmonizes with architecture without altering the building aesthetic. Eseta™ features ultra-high efficiency LED lighting greater than 100 lumens/watt, emergency battery system, two targeted distributions, innovative glare control, and motion sensor compatibility. Cold-weather rated for temperature range rating of -4°F to 140°F (-20°C to +60°C). An appealing and easy choice for retrofit applications.



E-Cobra™

Perfectly suited for area lighting applications, the E-Cobra™ provides a wide variety of lumen packages and light distributions. It features tool-less entry and a removable power door for ease of maintenance, and the patent-pending internal heat management system assures long LED life and minimal lumen depreciation without external heat fins.

Leotek Technology Integration Group

Leotek's Technology Integration Group (TIG) was established to address customer's unique requirements which cannot be effectively addressed with a standard cataloged product. The group consists of mechanical, optical, thermal and electrical experts who have extensive experience in lighting technology and applications. The members of our dedicated team of professionals are experts at assessing your needs and providing customized product solutions.

If you have a lighting problem, we would like to discuss a solution with you. Please contact your local Leotek sales representative with your project requirements.



Leotek Electronics USA LLC, located in California's Silicon Valley, is celebrating over twenty years as an LED lighting manufacturer, and is a leading supplier of LED street lights worldwide. Globally recognized as a pioneer in light-emitting diode technology, and with millions of LED products installed worldwide, the company has a historical legacy of proven performance. Leotek offers innovative LED lighting products for applications encompassing traffic, transit, street, and area lighting. Leotek street and area lighting products are assembled in the USA.

1955 Lundy Ave., San Jose, CA 95131  408.380.1788

© 2017 Leotek Electronics USA. All Rights Reserved.
Green Cobra Brochure_041417.
Specifications subject to change without notice.



To learn more visit www.leotek.com or contact a Leotek lighting agent 408.380.1788