

DTE Energy®



Detroit Edison

Service Agreement ("Agreement") for Hamlin Road (Boulevard) Electrical/Lighting System

EFFECTIVE DATE: _____

BY AND BETWEEN: The Detroit Edison Company ("Edison") and

The City of Rochester Hills (enter name)

1000 Rochester Hills Drive (enter address)

Rochester Hills, Michigan, 48309 (enter City, State, Zip) ("Customer").

SCOPE OF WORK:

- A. **Total Cost Less Than Or Equal To \$10,000.00.** If Customer requests services from Edison and the total cost of those services are less than \$10,000, Edison will perform the verbal services requested from Customer. Edison will then invoice the Customer and Customer agrees to pay for the services performed by Edison.

Provide System Maintenance, Improvements, Emergency Repairs, Equipment Changes & Replacements To Nine (9) Existing Street Lights Located Within W. Hamlin Public Road Right-of-Way (Boulevard Median) Located Between S. Adams Road (City Limits) & Rookery Drive During The Year Of 2006.

- B. **Total Cost Greater Than \$10,000.00.** If Customer requests services from Edison and the total cost of those services are greater than \$10,000, then prior to Edison performing any of the requested services, the services requested by Customer will be memorialized on a form similar to Attachment #2 and that Attachment #2 must be signed by an authorized representative from Customer and Company prior to the start of any services.

PAYMENT TERMS. Customer agrees to pay for the services, as described on each invoice from Edison or an Attachment #2, within 30 days after date of the respective invoice.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN ATTACHMENT #1.

The Detroit Edison Company

By: _____

Printed Name: _____

Title: Manager, Business Energy Services

Date: _____

Contact Person: Thomas Balog

Notice Address: Detroit Edison
2000 Second Ave. 1289 WCB
Detroit, MI 48226-1279

Customer

By: _____

Printed Name: Pat Somerville

Title: Mayor

Date: _____

Contact Person: : Marc G. Matich, DPS

Notice Address: 1000 Rochesrer Hills Drive
Rochester Hills, MI. 48309
(248) 841-2494

The following individuals are also authorized to request service work from Detroit Edison - LightWise (up to \$10,000):

Name Paul M. Davis Phone (248) 656-4640

Name Paul M. Davis Phone (248) 656-4640

Attachment #1
Terms & Conditions

1. **Scope of Work:** Edison will furnish the necessary labor, materials, tools, equipment, and services to perform the services set forth in the respective Attachment #2, Scope of Work.
2. **Contract Price:** The contract price shall be the Total Price stated in the Scope of Work and shall include all taxes, fees, and licenses necessary to complete the Scope of Work.
3. **Payment:** Payment terms are set forth in the Agreement. At the time of presenting any invoice to the Customer, Edison will furnish to the Customer any reasonable evidence required by the Customer to validate that all labor, materials, and other costs for which Edison is receiving payment have been paid in full. If the Payment Term is "30 days net", it means 30 days after final acceptance by the Customer.
4. **Payment of Subcontractors:** Edison will promptly pay all subcontractors and suppliers. Edison will hold the Customer harmless for any failure to promptly pay for any materials, labor, or other costs.
5. **Time of Completion and Schedule:** Edison will work with the Customer's Contact Person to schedule all work.
6. **Force Majeure:** Edison is not liable for any delay in the performance of work resulting from acts or circumstances beyond Edison's control, including, but not limited to, acts of God, fire, acts of civil or military authorities, governmental priorities, strikes, floods, war or riot, conditions of the premises, acts or omissions of the Customer or other contractors, or delays caused by suppliers or subcontractors of Detroit Edison.
7. **Changes in Work:** Any changes in the Scope of Work must be in writing, signed by both the parties. If any change causes an increase or decrease in Edison's cost or time required for performance of the Scope of Work, an equitable adjustment shall be made to the Total Price.
8. **Subletting and Assignment:** Customer agrees that Edison may subcontract the services requested by Customer.
9. **Compliance with Laws:** Edison will comply with all federal, state, and local laws and regulations and shall obtain any necessary permits and licenses required for the Scope of Work.
10. **Indemnification:** The parties agree to indemnify each other from any and all liabilities, claims, losses, damages, or expenses, including attorney's fees, which may arise in connection with the execution of the Scope of Work identified in this Agreement and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
11. **Insurance:** Edison, or its subcontractor(s), will carry all required worker's compensation insurance and comprehensive general liability insurance coverage in amounts generally carried by entities performing the type of services requested by Customer.
12. **Limitation of Liability:** Neither party shall not be liable to the other party for any special, indirect, or consequential damages of any kind, including, but not limited to, loss of business, loss of profits, loss of use of or underutilization of the Customer's labor, facilities or equipment, or extra expenses of any kind, arising in any manner from the services, equipment, material furnished or the performance of the Scope of Work.
13. **Limited Warranty and Limitation of Remedy:** The Customer's sole and exclusive remedy for failure of the work to perform as stated in the Proposal is to have Edison re-perform the service so as to conform to the Proposal. Upon Edison's failure to re-perform the services, Edison's sole and exclusive liability to the Customer shall be to pay the Customer an amount reasonably necessary to have a third party re-perform the services.
14. **Termination for Default:** This Agreement may be terminated by either party only upon unremedied default of the other party. The non-defaulting party shall give the defaulting party written notice of the default. In the case of a bankruptcy filing of any kind, the party subject to the bankruptcy shall have the absolute right to remedy the default within five (5) days. For any other default the defaulting party shall have the right to remedy the default within thirty (30) days after written notice from the non-defaulting party. For the second or subsequent non-bankruptcy-related default the defaulting party shall have the right to remedy the default within fifteen (15) days after written notice from the non-defaulting party.
15. **Non-waiver:** None of the conditions of this Agreement shall be considered waived by either party unless the waiver is given in writing by that party. No waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stated in the waiver.
16. **Notices:** Any notices provided for in this Agreement shall be in writing and shall be sent registered mail to the respective address on the Agreement or to such addresses as may have been changed by written notice.
17. **Interpretation:** If there is a conflict between the language in the main body of these Terms and Conditions and the language of an attachment to this Agreement, the language in these Terms and Conditions shall control.
18. **Independent Contractors:** The parties are, and shall remain, independent contractors.
19. **Entire Agreement:** This Agreement, including attachments, constitutes the entire Agreement between Detroit Edison and the Customer, superseding all prior agreements or understandings, oral or written, not expressly incorporated in this Agreement. No changes or modifications to this Agreement are binding upon the parties unless agreed to in writing by the parties.
20. **Government Law:** This Agreement shall be governed by the laws of the State of Michigan.
21. **Headings:** The paragraph headings are used for convenience and explanation only, are not a part of this Agreement, and shall not enter into the interpretation of this Agreement.

Attachment #2
Scope of Work

The parties agree the services set forth in this Scope of Work are being provided in accordance with that certain Service Agreement and its Terms and Conditions ("Agreement") between the parties dated _____.

TOTAL PRICE *: _____

SCOPE OF WORK:

**** Additional terms and conditions:***

1. No provisions for unforeseen underground objects not identified by Miss Dig
2. This contract is valid one year from effective date when signed and returned to Detroit Edison
3. Customer shall designate one company representative to serve as contract administrator with responsibility to coordinate and ensure compliance with this contract. This representative will have signature authority to authorize all service work.
4. Services will be completed on a time and materials basis and initiated at the request of the contract administrator.
5. Monthly invoices will be provided to contract administrator noting job site, name of requestor, request date, completion date, and costs.

If the Total Price is Greater than \$10,000, then this Attachment #2 must be signed by both the parties, before any service will commence by Company.

The Detroit Edison Company

Customer

Customer

By: _____

By: _____

Printed Name: _____

Printed Name: Pat Somerville

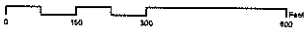
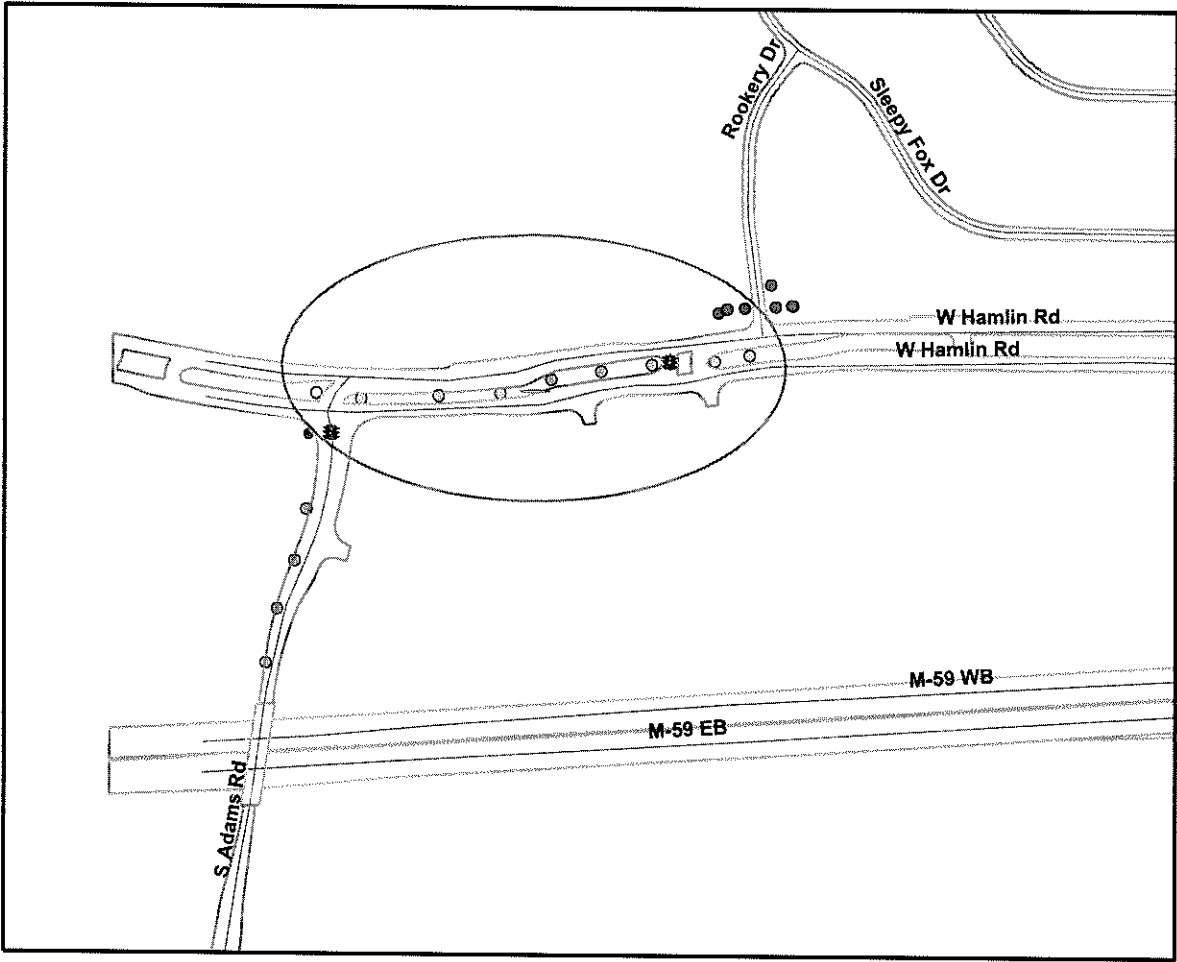
Title: Manager, Business Energy Services

Title: Mayor

Date: _____

Date: _____

Hamlin Road, Street Lights (9)



Scale