

DTE Electric Company
One Energy Plaza, 688 WCB
Detroit, MI 48226-1279



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November 9, 2015

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
PO Box 30221
Lansing, MI 48909

Re: In the matter, on the Commission's own motion, regarding the regulatory reviews, revisions, determinations, and/or approvals necessary for DTE Electric Company to fully comply with Public Acts 286 and 295 of 2008.
Case No. U-17793-Solar

Dear Ms. Kunkle:

Attached for electronic filing in the above-captioned matter is DTE Electric Company's Application For *Ex Parte* Approval of 2016 Solar Engineering, Procurement and Construction Contract and Related Relief, Affidavit of Harry Stansell Jr. and Affidavit of Rosemary Smalls-Tilford. Also attached is the Proof of Service.

Very truly yours,

Jon P. Christinidis

JPC/kbk
Attachments
cc: Service List

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)	
regarding the regulatory reviews, revisions,)	
determinations, and/or approvals necessary for)	Case No. U-17793-Solar
DTE Electric Company to fully comply)	
with Public Acts 286 and 295 of 2008.)	
_____)	

DTE ELECTRIC COMPANY’S APPLICATION FOR
EX PARTE APPROVAL OF 2016 SOLAR
ENGINEERING, PROCUREMENT AND CONSTRUCTION CONTRACT

DTE Electric Company (“DTE Electric”, “Company” or “Applicant”), a corporation organized and existing under and by virtue of the laws of the State of Michigan, with its principal office at One Energy Plaza, Detroit, Michigan 48226, hereby files this Application pursuant to the Rules of Practice and Procedure Before the Commission (R792.10401 *et seq.*), the Michigan Court Rules (MCR 2.100 *et seq.*), the Michigan Administrative Procedures Act (MCL 24.201 *et seq.*) and other Michigan law including but not limited to MCL 460.1, *et seq.* and MCL 460.1001, *et seq.* DTE Electric requests the Michigan Public Service Commission’s (“Commission”) *ex parte* approval of the 2016 Solar Engineering, Procurement and Construction Contract (“2016 Solar EPC Contract” or the “Contract”) under which DTE Electric-owned Solar Energy Generating Facilities¹ will be engineered, procured and constructed pursuant to 2008 PA 295 (MCL 460.1001 *et seq.*); *ex parte* approval of the application of the associated transfer prices which are combined energy and capacity price projections, set forth in Case No. U-17632, Exhibit No. A-4, for recovery under the Company’s Power Supply Cost Recovery (“PSCR”)

¹ The Contract is an EPC Agreement between DTE Electric and Inovateus Solar MI LLC to design, engineer, provide technical assistance, procure, supply, construct, install, start-up, and test the Solar Energy Generating Facilities. The Solar Energy Generating Facilities consist of 2 – 4 sites within DTE Electric’s service territory.

process under MCL 460.6j; *ex parte* approval of the application of the capacity charges, which are included in the transfer prices, set forth in Case No. U-17632, Exhibit No. A-4, for purposes of MCL 460.6j(13)(b); *ex parte* approval of the recovery of the remainder of solar energy generating facilities costs which are engineered, procured and constructed under the 2016 Solar EPC Contract through DTE Electric's Revenue Recovery Mechanism as an Incremental Cost of Compliance with the Renewable Energy Standards under the Company's Renewable Energy Plan pursuant to 2008 PA 295; *ex parte* assurance that the full costs of the solar energy generating facilities will be recovered through the combined application of the Transfer Price mechanism for PSCR recovery, application of the Revenue Recovery Mechanism surcharges under Act 295, and other mechanisms as determined by the Commission to recover these costs after the 20-year renewable energy plan period in accordance with MCL 460.1047(6); and *ex parte* approval of any additional approvals that the Commission may deem necessary under MCL 460.6j. In support of its request, DTE Electric states as follows:

1. DTE Electric is a wholly-owned subsidiary of DTE Energy Company, supplying retail electric service to customers located in Southeast Michigan, and is a public utility and Electric Provider with more than 1,000,000 retail customers in Michigan now and on January 1, 2008, subject to the jurisdiction of the Commission.

2. Applicant is presently serving its jurisdictional retail electric customers under rates and charges approved by the Commission.

3. On October 6, 2008, 2008 PA 295, the "clean, renewable, and efficient energy act" was enacted into law. This Application is being filed in accordance with 2008 PA 295 (MCL 460.1001 et. seq.) and the Commission's October 21, 2008, June 2, 2009, August 25, 2009, and September 14, 2010 Orders in Case No. U-15806-RPS, December 4, 2008 and

December 23, 2008 Orders in Case No. U-15800, implementing 2008 PA 295, December 20, 2011 and March 8, 2012 Orders in Case No. U-16582 regarding the biennial review and amendment of DTE Electric's Renewable Energy Plan, December 19, 2013 Order in Case No. U-17302 regarding the biennial review and amendment of DTE Electric's Renewable Energy Plan, and the November 5, 2015 Order in Case No. U-17793 regarding the biennial review and amendment of DTE Electric's Renewable Energy Plan.

4. The "clean, renewable, and efficient energy act" requires Commission approval of certain types of contracts entered into by Electric Providers, like DTE Electric, for purposes of 2008 PA 295, specifically including Engineering, Procurement and Construction Contracts. An Electric Provider includes "[a]ny person or entity that is regulated by the commission for the purpose of selling electricity to retail customers in this state." (MCL 460.1005(a)(i)) Renewable Energy means "electricity generated using a renewable energy system." (MCL 460.10119(a)) A Renewable Energy Credit is defined by 2008 PA 295 to mean "a credit granted pursuant to Section 41 that represents generated renewable energy." (MCL 460.1011(d)) A Renewable Energy System means "a facility, electricity generation system, or set of electricity generation systems that use 1 or more renewable energy resources to generate electricity." (MCL 460.1011(k)) A Renewable Energy Resource is defined to include "[s]olar and solar thermal energy." (MCL 460.1011(ii))

5. Engineering, Procurement and Construction Contracts are required to be approved by the Commission pursuant to MCL 460.1033(1)(a) and (3), which relevantly provide:

(1)(a) "At the electric provider's option, up to but no more than 50% of the renewable energy credits shall be from any of the following:

(i) Renewable energy systems that were developed by and are owned by the electric provider. An electric provider shall competitively bid any contract for engineering, procurement, or

construction of any new renewable energy systems described in this subdivision....” (Emphasis Added)

(3) “An electric provider shall submit a contract entered into pursuant to subsection (1) to the commission for review and approval. If the commission approves the contract, it shall be considered to be consistent with the electric provider’s renewable energy plan.”

For Engineering, Procurement, and Construction Contracts, the Commission must determine whether the contract complies with the retail rate impact limits under MCL 460.1045.

6. On December 4, 2008, the Commission issued a Temporary Order in Case No. U-15800 pursuant to MCL 460.1191(1), which relevantly provides:

“Within 60 days after the effective date of this act, the commission shall issue a temporary order implementing this act, including but not limited to, all of the following:

- (a) Formats of renewable energy plans for various categories of electric providers.
- (b) Guidelines for requests for proposals under this act.”

The Commission also stated that it intends to review and approve submitted contracts on an expedited basis (December 4, 2008 Temporary Order in MPSC Case No. U-15800, p. 16).

7. With this filing, DTE Electric is seeking the Commission’s ex parte approval of the 2016 Solar EPC Contract, along with related relief. The attached Contract between DTE Electric and Inovateus Solar MI LLC (“Inovateus”) is to design, engineer, provide technical assistance, procure, supply, construct, install, start-up, and test the Solar Energy Generating Facilities. If the Commission does not grant approval or in any material way modifies the Contract, and/or any relief requested by DTE Electric in this application, or does not grant approval of DTE Electric’s requested relief by December 31, 2015, then under the terms of the Contract, DTE Electric may terminate the Contract. The Solar Energy Generating Facilities will

be sited in DTE Electric's service territory, and are anticipated to provide approximately 50MW_{AC} of renewable energy capacity. Commercial operation of the Solar Energy Generating Facilities is expected to occur on or before October 31, 2016. (See attached Affidavit of Harry O. Stansell, Jr., Manager of Business Development, Renewable Energy)

8. The Contract was the result of competitive bidding accomplished through a Request for Proposal ("RFP") that DTE Electric developed in consultation with the MPSC Staff pursuant to and consistent with the December 4, 2008 Temporary Order and December 23, 2008 Amendatory Order in Case No. U-15800. On June 24, 2015, DTE Electric issued the EPC RFP. The RFP conformed to the guidelines for requests for proposals approved by the Commission under 2008 PA 295. In Case No. U-15800, Attachment D to the Commission's December 4, 2008 Temporary Order specifically provided that the "bid evaluation process may include an assessment of both price and non-price factors." The bidding criteria utilized by the Company for the RFP were experience, safety and quality, project feasibility, price, and Contract terms and conditions. Additional points were given to diverse or Michigan EPC contractors. The Company utilized scorecards that were developed in consultation with the MPSC Staff, and were consistent with Attachment D to the December 4, 2008 Temporary Order in MPSC Case No. U-15800 and Exhibit No. A-33 (CLC-1) admitted in MPSC Case No. U-15806-RPS.² (See attached Affidavit of Harry O. Stansell, Jr., Manager of Business Development, Renewable Energy).

² The matrix at the end of Attachment D to the December 4, 2008 Temporary Order in MPSC Case No. U-15800 confirms that self-build (EPC) contracts are required to be competitively bid and receive prior MPSC approval, but does not require that they follow the guidelines provided in Attachment D. Nevertheless, DTE Electric's RFP process did conform to the guidelines. (See attached Affidavit of Harry O. Stansell, Jr., Manager of Business Development, Renewable Energy).

By the due date on August 19, 2015, DTE electric received a total of twelve (12) proposals, which included 53 project sites for evaluation. Using the evaluation scorecard developed in consultation with the MPSC Staff, DTE Electric selected two (2) contractors, none of which are affiliated with DTE Electric, and entered into negotiations with the two (2) contractors. DTE Electric has completed negotiations with one (1) of these contractors, Inovateus, and the executed Contract is the result of those negotiations and is being submitted for Commission approval with this Application. (See attached Affidavit of Harry O. Stansell, Jr., Manager of Business Development, Renewable Energy).

9. A number of commercially sensitive terms and conditions in the 2016 Solar EPC Contract have been redacted to maintain confidentiality, consistent with past practice at the Commission. For example, the Commission determined in MPSC Case No. U-11130 that executed wholesale power purchase agreements contain confidential information. As a result, the Commission limited disclosure of the confidential portions to the MPSC Staff only in order to “strike a proper balance between the public interest in disclosure and the protection of commercially sensitive information in a competitive environment.” MPSC Case No. U-11130, Order dated October 20, 1997 p. 13; Accord, MPSC Case No. U-11631, Order dated April 14, 1998; MPSC Case No. U-11804 Order dated December 21, 1998; MPSC Case No. U-11688 Order dated June 26, 1998; MPSC Case No. U-11661, Order dated June 26, 1998. In MPSC Case No. U-14626 the Commission approved multiple renewable energy contracts with various contract provisions redacted. (MPSC Case No. U-14626 Order dated October 18, 2005). More recently in 2009, the Commission approved a redacted Company Renewable Energy Contract (See MPSC Case No. U-15806 Order dated April 30, 2009, p. 11 “*The Commission understands the need...to keep commercially sensitive information confidential.*” See also MCL 460.1193(2)

“The Commission and a provider shall handle confidential business information under this act in a manner consistent with state law and general rules of the Commission.”) In order to maintain a reasonably competitive environment for the provision of renewable energy, advanced cleaner energy and related equipment, products and services to DTE Electric and its customers, it is important to maintain the confidentiality of commercially sensitive information. DTE Electric has therefore redacted portions of the 2016 Solar EPC Contract.³ The original unredacted 2016 Solar EPC Contract is available for inspection by the Commission and its Staff at the Company’s premises. (See attached Affidavit of Harry O. Stansell, Jr., Manager of Business Development, Renewable Energy).

10. The 2016 Solar EPC Contract is consistent with DTE Electric’s Renewable Energy Plan approved by the Commission in MPSC Case No. U-17793 with respect to renewable energy capacity and project timing and is otherwise reasonable and prudent based upon, among other things, the following Solar Energy Generating Facilities capital cost information. The Solar Energy Generating Facilities capital cost rate associated with the approximately 50 MW_{AC} of Solar Energy Generating Facilities construction reflected in the 2016 Solar EPC Contract is less than the capital costs projected by DTE Electric in the Company’s Renewable Energy Plan approved by the Commission in its November 5, 2015 Order in MPSC Case No. U-17793. Specifically, the Solar Energy Generating Facilities capital cost per kW_{AC} is \$1,900 which is below the projected 2016 wind generating facility capital cost/kW of \$2,250 as forecasted in the Company’s June 2, 2015 Renewable Energy Plan filing in Case No. U-17793 which has been approved by the Commission in its November 5, 2015 Order. When compared to the 100 MW 2016 Wind Build approved in DTE Electric’s 2008 PA 295 Amended Renewable

³ DTE Electric reserves the right to redact different or additional terms and conditions in future contracts as circumstances and conditions warrant.

Energy Plan, the 50 MW_{AC} Solar Energy Generating Facilities, in conjunction with the concurrently filed 50 MW Pinnebog Wind Park, reflects a lower overall cost of service to DTE Electric's customers over the life of the Renewable Energy Plan when considering the impacts to the incremental cost of compliance and the PSCR transfer price expense. Thus, the development and construction of the Solar Energy Generating Facilities is reasonable and prudent and consistent with the retail rate impact limits under MCL 460.1045, and approval of the Contract, the concurrently filed Pinnebog Wind Park Contracts and DTE Electric's related requests for relief will not result in an alteration or amendment in rates or rate schedules and will not result in an increase in the cost of service to customers. (See attached Affidavits Harry O. Stansell, Jr., Manager of Business Development, Renewable Energy, and Rosemary Smalls-Tilford, Regulatory Consultant, Regulatory Affairs).

On December 18, 2014 in Case No. U-17302, the Commission approved contracts for the development of the Meade Wind Park. As explained in the testimony in MPSC Case No. U-17793 of Harry Stansell Jr., Manager of Renewable Energy Business Development, a Meade Township referendum vote on May 5, 2015 has rendered the development of the Meade Wind Park untenable. The Pinnebog Wind Park will be sited in Chandler, Colfax, and Oliver townships in Huron County, and is anticipated to provide approximately 50 MW of renewable energy capacity. Commercial operation of the Pinnebog Wind Park is expected to occur on or before December 31, 2016. The Contracts associated with the Pinnebog Wind Park represent an amendment to the Meade Wind Park TSA and an amended and restated Meade Wind Park EPC contract. Both Meade Wind Park Contracts were approved on December 18, 2014 by Order of the Commission in Case No U-17302. The 50 MW Pinnebog Wind Park, combined with 50 MW of solar renewable generation for which the Company has filed an Application concurrently

in this Application, will, effectively, replace the 100 MW of renewable capacity that is reflected in DTE Electric's Amended Renewable Energy Plan approved by the Commission in its November 5, 2015 Order in Case No. U-17793, which was the replacement for the previously approved Meade Wind Park.

Because the 2016 Solar EPC Contract is not a Renewable Energy Contract or a contract to purchase renewable energy credits without the associated renewable energy, MCL 460.1037 does not apply.⁴ (See attached Affidavit of Rosemary Smalls-Tilford, Regulatory Consultant.)

11. The Company also requests that the Commission approve the renewable energy transfer prices set forth in Exhibit No. A-4 admitted in DTE Electric's reconciliation of its Renewable Energy Plan in Case No. U-17632 (which exhibit reflects the currently approved transfer price schedule for Renewable Energy Contracts and Company-owned Renewable Energy Systems that the Commission approves) for the energy and capacity associated with the Solar Energy Generating Facilities that will be engineered, procured and constructed under the Contract, for recovery under the Company's Power Supply Cost Recovery ("PSCR") process under MCL 460.6j. (See MPSC Case No. U-17632 Exhibit No. A-4; See also MCL 460.1047(2)(b)(iv); MCL 460.1049(3)(c)).

Pursuant to Section 47(2)(b)(iv) of 2008 PA 295, the Commission is required to annually set a transfer price for renewable costs that will flow through the Company's PSCR process. The transfer price is a mechanism for estimating and allocating for recovery the reasonable and prudent costs of renewable energy between DTE Electric's PSCR process and the Revenue Recovery Mechanism surcharge under 2008 PA 295, whether these costs are associated with MCL 460.1033(1)(a) Renewable Energy Systems owned by the Electric Provider (as is the case

⁴ "'Renewable Energy Contract' means a contract to acquire renewable energy and the associated renewable energy credits from 1 or more renewable energy systems." (MCL 460.1011(c)).

in this filing), or Renewable Energy Systems that are built by third-parties and transferred to the Electric Provider under MCL 460.1033(1)(a), or MCL 460.1033(1)(b) Renewable Energy Contracts that do not require transfer of ownership of the applicable Renewable Energy System to the Electric Provider. In the Commission's Order in Case No. U-15806-RPS issued on August 25, 2009, the Commission adopted the Staff's analysis regarding establishing a Transfer Price:

“... at the time any PPA [Renewable Energy Contract under MCL 460.1033(1)(b)] is approved by the Commission, the schedule of transfer prices most recently approved shall become the floor price for PSCR recovery. For each contract year, if the most recently approved annual transfer price is higher than the schedule of transfer prices for a particular contract, then the most recently approved annual transfer price would be recovered via the PSCR process. However, in the event that the contract price [Renewable Energy Contract under MCL 460.1033(1)(b)] is less than the transfer price, the contract price [Renewable Energy Contract under MCL 460.1033(1)(b)] would be the recoverable PSCR cost. **This method would be applicable to renewable engineering, procurement, and construction contracts, or contracts for renewable energy systems that have been developed by third parties for transfer of ownership to an electric provider, provider owned projects [all under MCL 460.1033(1)(a)], and third party PPAs[Renewable Energy Contracts under MCL 460.1033(1)(b)].**” (August 25, 2009 Order in Case No. U-15806-RPS, p 11. **Emphasis and statutory references added**

The Company also requests approval of the capacity charges included in the transfer prices set forth in Exhibit No. A-4 filed in Case No. U-17632 for the Solar Energy Generating Facilities for purposes of MCL 460.6j(13)(b), and any additional approvals that the Commission may deem necessary under MCL 460.6j.

Under the proposed transfer prices, the total power production and installed cost of the Solar Energy Generating Facilities, including but not limited to the Contract, are reasonable and prudent, and consistent with the retail rate impact limits under MCL 460.1045 and the renewable energy system costs projected by the Company in DTE Electric's Amended Renewable Energy Plan filing in Case No. U-17793 as approved by the Commission in its November 5, 2015 Order, and there will not be any increase in DTE Electric's charges for electric service resulting from

the requested approvals and assurances. Furthermore, approval of the 2016 Solar EPC Contract, the concurrently filed Pinnebog Wind Park Contracts and the Company's related requests, including the use of the approved transfer prices, will not result in "*an alteration or amendment in rates or rate schedules*" and "*will not result in an increase in the cost of service to customers.*" (See attached Affidavits of Harry O. Stansell, Jr., Manager of Business Development, Renewable Energy, and Rosemary Smalls-Tilford, Regulatory Consultant, Regulatory Affairs).

12. DTE Electric further requests that the Commission provide assurance that the full costs of the Solar Energy Generating Facilities, including but not limited to the Contract, will be recovered through the combined application of the Transfer Price mechanism for PSCR recovery, application of the Revenue Recovery Mechanism surcharges under 2008 PA 295 (See MCL 460.1011(1)), and other mechanisms as determined by the Commission to recover these costs after the 20-year renewable energy plan period in accordance with MCL 460.1047(6). Also, MCL 460.1047(1) relevantly provides:

"Subject to the retail impact limits under section 45, an electric provider whose rates are regulated by the commission shall recover through its retail rates all of the electric provider's incremental costs of compliance during the 20-year period beginning when the electric provider's plan is approved by the commission and all reasonable and prudent ongoing costs of compliance during and after that period. The recovery shall include, but is not limited to, the electric provider's authorized rate of return for costs approved under this section, which shall remain fixed at the rate of return and debt to equity ratio that was in effect in the electric provider's base rates when the electric provider's renewable energy plan was approved."

When DTE Electric's 2008 PA 295 Renewable Energy Plan was approved by the Commission in its June 2, 2009 and August 25, 2009 Orders in Case No. U-15806-RPS, DTE Electric's authorized rate of return on equity was 11.00%, with a capital structure comprised of approximately 51% debt and 49% equity (December 23, 2008 Opinion and Order in Case No. U-15244, p 23).

14. The approvals and assurances requested in this Application will not result in “*an alteration or amendment in rates or rate schedules*” and “*will not result in an increase in the cost of service to customers*” because the Solar Energy Generating Facilities, along with the concurrently filed Pinnebog Wind Park, is consistent with the planned activities, expenses and Revenue Recovery Mechanism surcharges described in DTE Electric’s Commission-approved Amended Renewable Energy Plan in Case No. U-17793 and therefore “*may be authorized and approved without notice or hearing.*” (MCL 460.6a(1)) Neither will there be any increase in DTE Electric’s rates for electric service resulting from the requested approvals and assurances. (See attached Affidavits of Harry O. Stansell, Jr., Manager of Business Development, Renewable Energy, and Rosemary Smalls-Tilford, Regulatory Consultant, Regulatory Affairs.) Thus, approval of this Application without notice or hearing is lawful and appropriate.

WHEREFORE, for the reasons stated above, DTE Electric respectfully requests that the Commission expeditiously issue an *ex parte* order in this case that:

- (i) Consistent with 2008 PA 295, approves the attached 2016 Solar EPC Contract in its entirety and also approves the associated transfer price schedule set forth in Exhibit No. A-4, filed in Case No. U-17632 as the schedule of renewable energy transfer prices for the Solar Energy Generating Facilities that are engineered, procured and constructed under the 2016 Solar EPC Contract for recovery under the Company’s Power Supply Cost Recovery process under MCL 460.6j for the duration of the Company’s Renewable Energy Plan;
- (ii) Determines that the 2016 Solar EPC Contract does not require analysis and approval under MCL 460.1037, complies with the retail rate impact limits under MCL 460.1045 and is reasonable and prudent;

- (iii) Provides approval of capacity charges, which are included in the transfer prices, set forth in Exhibit No. A-4, filed in Case No. U-17632 for the Solar Energy Generating Facilities that are engineered, procured and constructed under the 2016 Solar EPC Contract for purposes of MCL 460.6j(13)(b), and provides for any additional *ex parte* approvals that the Commission may deem necessary under MCL 460.6j;
- (iv) Provides approval of the recovery of the remainder of costs associated with the 2016 Solar EPC Contract through DTE Electric's Revenue Recovery Mechanism as an Incremental Cost of Compliance with the Renewable Energy Standards under the Company's Amended Renewable Energy Plan pursuant to 2008 PA 295 and otherwise provides assurance that the full costs of the Solar Energy Generating Facilities will be recoverable through the combined application of the Company's transfer price mechanism, the Company's Revenue Recovery Mechanism surcharges, and, subsequent to the end of the renewable energy plan period, appropriate ratemaking mechanisms in accordance with MCL 460.1047;
- (v) Determines that the 2016 Solar EPC Contract, along with the concurrently filed Pinnebog Wind Park Contracts and related approvals and assurances will not result in an alteration or amendment in DTE Electric's rates or rate schedules and will not result in an increase in the cost of service to DTE Electric's customers as explained in the Affidavits of Harry O. Stansell, Jr., Manager of Business Development, Renewable Energy, and Rosemary Smalls-Tilford, Regulatory Consultant, Regulatory Affairs and therefore may be authorized and approved without notice or hearing; and

(vi) Grants such further relief as the Commission may deem necessary or appropriate.

Respectfully submitted,

DTE ELECTRIC COMPANY

By: _____

Legal Department
Michael J. Solo (P57092)
Jon P. Christinidis (P47352)
One Energy Plaza, 688 WCB
Detroit, Michigan 48226
(313) 235-7706

Dated: November 9, 2015

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own)	
motion, regarding the regulatory reviews,)	
revisions, determinations, and/or approvals)	Case No. U-17793-Solar
necessary for DTE Electric Company)	
to fully comply with Public Acts 286 and)	
<u>295 of 2008.</u>)	

AFFIDAVIT OF HARRY O. STANSELL, JR.

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

Harry O. Stansell Jr., being first duly sworn, deposes and says:

1. My title is Manager of Business Development, Renewable Energy. I graduated from the University of Michigan – Dearborn in 2002 with dual Bachelor of Science Degrees in Electrical Engineering and Computer Engineering. In 2010, I received a Masters of Business Administration from the University of Michigan’s Ross School of Business.

After graduating from the University of Michigan – Dearborn, I joined Yazaki North America as an engineer within the Trans-Pacific Nikkei Operations business unit. Throughout my career at Yazaki, I was responsible for the design, development and testing of electrical distribution systems for several Nissan and Infiniti vehicle platforms.

In 2012, I joined DTE Energy as a Financial Consultant within the Advanced Degree Development Program, a three-year rotational program sponsored by the Company’s finance organization. My first rotation was in the renewable energy group, where I performed financial analysis on several of the Company’s renewable energy projects, and assisted in the preparation of the exhibits for Case No. U-17302, the 2013 Renewable Energy Biennial Review and Plan

Amendment. My second rotation was in DTE Gas decision support, and my third rotation was in corporate financial consolidation. In January 2015, I began my current position as Manager, Business Development.

I sponsored testimony in the Company's 2015 Renewable Energy Plan ("REP") filing, Case No. U-17793 and the Company's 2014 Renewable Energy Plan Cost Reconciliation Case No. U-17804.

2. With this filing (U-17793-Solar), DTE Electric is seeking the Commission's ex parte approval of the 2016 Solar Engineering, Procurement and Construction Contract ("2016 Solar EPC Contract" or "Contract"), along with related relief. The attached 2016 Solar EPC Contract between DTE Electric and Inovateus Solar MI LLC ("Inovateus") is to design, engineer, provide technical assistance, procure, supply, construct, install, start-up, and test the Solar Energy Generating Facilities¹. If the Commission does not grant approval or in any materially way modifies the Contract, and/or any relief requested by DTE Electric in this application, or does not grant approval of DTE Electric's requested relief by December 31, 2015, then under the terms of the Contract, DTE Electric may terminate the Contract. The Solar Energy Generating Facilities will be sited in DTE Electric's service territory, and are anticipated to provide approximately 50MW_{AC} of renewable energy capacity. Commercial operation of the Solar Energy Generating Facilities is expected to occur on or before October 31, 2016.

3. The Contract was the result of competitive bidding accomplished through a Request for Proposal ("RFP") that DTE Electric developed in consultation with the MPSC Staff pursuant to and consistent with the December 4, 2008 Temporary Order and December 23, 2008 Amendatory Order in Case No. U-15800. On June 24, 2015, DTE Electric issued the RFP. The

¹ The Solar Energy Generating Facilities consist of 2 – 4 sites within DTE Electric's service territory.

RFP conformed to the guidelines for requests for proposals approved by the Commission under 2008 PA 295. In Case No. U-15800, Attachment D to the Commission's December 4, 2008 Temporary Order specifically provided that the "bid evaluation process may include an assessment of both price and non-price factors." The bidding criteria utilized by the Company for the RFP were experience, safety and quality, project feasibility, price, and Contract terms and conditions. Additional points were given to diverse or Michigan EPC contractors. The Company utilized scorecards that were developed in consultation with the MPSC Staff, and were consistent with Attachment D to the December 4, 2008 Temporary Order in MPSC Case No. U-15800 and Exhibit No. A-33 (CLC-1) admitted in MPSC Case No. U-15806-RPS.²

By the due date on August 19, 2015, DTE electric received a total of twelve (12) proposals, which included 53 project sites for evaluation. Using the evaluation scorecard developed in consultation with the MPSC Staff, DTE Electric selected two (2) contractors, none of which are affiliated with DTE Electric, and entered into negotiations with the two (2) contractors. DTE Electric has completed negotiations with one (1) of these contractors, Inovateus, and the executed Contract is the result of those negotiations and is being submitted for Commission approval with this Application.

4. On December 18, 2014 in Case No. 17302, the Commission approved contracts for the development of the Meade Wind Park. As explained in the testimony in MPSC Case No. U-17793 of Harry Stansell Jr., Manager of Renewable Energy Business Development, a Meade Township referendum vote on May 5, 2015 has rendered the development of the 100 MW Meade Wind Park untenable. The 50 MW Solar Energy Generating Facilities, combined with the 50

² The matrix at the end of Attachment D to the December 4, 2008 Temporary Order in MPSC Case No. U-15800 confirms that self-build (EPC) contracts are required to be competitively bid and receive prior MPSC approval, but does not require that they follow the guidelines provided in Attachment D. Nevertheless, DTE Electric's RFP process did conform to the guidelines.

MW Pinnebog Wind Park for which the Company has filed an Application concurrently with this Application, will, effectively, replace the 100 MW of renewable capacity that is reflected in DTE Electric's Amended Renewable Energy Plan approved by the Commission in its November 5, 2015 Order in Case No. U-17793, which was the replacement for the previously approved Meade Wind Park. The Pinnebog Wind Park will be sited in Chandler, Colfax, and Oliver townships in Huron County, and is anticipated to provide approximately 50 MW of renewable energy capacity. Commercial operation of the Pinnebog Wind Park is expected to occur on or before December 31, 2016. The Contracts associated with the Pinnebog Wind Park represent an amendment to the Meade Wind Park TSA and an amended and restated Meade Wind Park EPC contract. Based on my knowledge and experience related to DTE Electric's 2008 PA 295 Renewable Energy Plan and the negotiations to establish the 2016 Solar EPC Contract, I believe that the Contract is consistent with DTE Electric's Renewable Energy Plan approved by the Commission in MPSC Case No. U-17793 with respect to renewable energy capacity and project timing and is otherwise reasonable and prudent based upon, among other things, the following Solar Energy Generating Facilities capital cost information: The Solar Energy Generating Facilities capital cost rate associated with the approximately 50 MW_{AC} of Solar Energy Generating Facilities construction reflected in the 2016 Solar EPC Contract is less than the capital costs projected by DTE Electric in the Company's Renewable Energy Plan approved by the Commission in its November 5, 2015 Order in MPSC Case No. U-17793. Specifically, the 2016 Solar Energy Generating Facilities capital cost per kW_{AC} is \$1,900 which is below the projected 2016 wind generating facility capital cost/kW of \$2,250 as forecasted in the Company's June 2, 2015 Renewable Energy Plan filing in Case No. U-17793 which has been approved by the Commission in its November 5, 2015 Order. When compared to the 100 MW

2016 Wind Build approved in DTE Electric's 2008 PA 295 Amended Renewable Energy Plan, the 50 MW_{AC} Solar Energy Generating Facilities, in conjunction with the concurrently filed 50 MW Pinnebog Wind Park, reflects a lower overall cost of service to DTE Electric's customers over the life of the Renewable Energy Plan when considering the impacts to the incremental cost of compliance and the PSCR transfer price expense. Thus, the development and construction of the Solar Energy Generating Facilities is reasonable and prudent and consistent with the retail rate impact limits under MCL 460.1045, and approval of the Contract and DTE Electric's related requests for relief will not result in an alteration or amendment in rates or rate schedules and will not result in an increase in the cost of service to customers.

5. Based on the facts and conclusions described above, I believe that the total power production and the installed cost of the Solar Energy Generating Facilities are reasonable and prudent and are consistent with the retail rate impact limits under MCL 460.1045. DTE Electric believes that it would be appropriate to use the renewable energy transfer prices set forth in Exhibit A-4 filed in Case No. U-17632 (which exhibit reflects the currently approved transfer price schedule for Renewable Energy Contracts and Company-owned Renewable Energy Systems that the Commission approves) for the energy and capacity associated with the 2016 Solar Energy Generating Facilities that will be engineered, procured and constructed under the Contract, for recovery under the Company's Power Supply Cost Recovery ("PSCR") process under MCL 460.6j. (See Case No. U-17632 Exhibit No. A-4); See also MCL 460.1047(2)(b)(iv); MCL 460.1049(3)(c)). The Company also requests approval of the capacity charges included in the transfer prices set forth in Exhibit A-4 filed in Case No. U-17632 for the Solar Energy Generating Facilities for purposes of MCL 460.6j(13)(b), and any additional approvals that the Commission may deem necessary under MCL 460.6j.

6. Under the approved transfer price, the total power production and the installed cost of the Solar Energy Generating Facilities, including but not limited to the Contract, are reasonable and prudent, and consistent with the retail rate impact limits under MCL 460.1045 and the renewable energy system costs projected by the Company in DTE Electric's currently-approved Amended Renewable Energy Plan, and there will not be any increase in DTE Electric's charges for electric service resulting from the requested approvals and assurances. Furthermore,, approval of the 2016 Solar EPC Contract, the concurrently filed Pinnebog Wind Park Contracts and DTE Electric's related requests will not result in "*an alteration or amendment in rates or rate schedules*" and "*will not result in an increase in the cost of service to customers.*"

7. Based on my experience, the above determinations, and the accompanying affidavit of Ms. Smalls-Tilford, I believe that Commission approval of the 2016 Solar EPC Contract, the concurrently filed Pinnebog Wind Park Contracts and DTE Electric's related requests will not cause alteration or amendment in DTE Electric rates or rate schedules, nor will Commission approval of the 2016 Solar EPC Contract, the concurrently filed Pinnebog Wind Park Contracts and DTE Electric's related requests increase the cost of service to DTE Electric customers compared to what was assumed in DTE Electric's Commission-approved 2008 PA 295 Amended Renewable Energy Plan. The 2016 Solar EPC Contract is reasonable and prudent, consistent with DTE Electric's 2008 PA 295 Renewable Energy Plan filed with and approved by the Commission in Case No. U-17793, and is consistent with the retail rate impact limits under MCL 460.1045.

8. The Company competes for renewable energy, advanced cleaner energy and related equipment, products and services. In order to maintain a reasonably competitive environment for the provision of renewable energy, advanced cleaner energy and related

equipment, products and services to DTE Electric and its customers, it is important to protect commercially sensitive information. Maintaining the confidentiality of the specific terms and conditions involved in acquiring renewable energy, advanced cleaner energy and related equipment, products and services will help ensure that the suppliers offer their best prices to DTE Electric and thereby help DTE Electric achieve the lowest reasonable cost for these items. Accordingly, maintaining the confidentiality of the various redacted provisions (including but not limited to labor rates, fixed costs, and contract markups for material, equipment, and subcontracting) of the Contract submitted in this proceeding for Commission approval will help the Company provide DTE Electric customers the lowest reasonable renewable energy and Renewable Energy Credit supply cost consistent with 2008 PA 295.

9. Public disclosure of the redacted details in the Contract will hamper the Company's ability to provide the lowest reasonable renewable energy and Renewable Energy Credit supply cost to its retail electric customers. Therefore, I believe it is in the Company's, as well as its customers', best interest for such competitively sensitive information to remain confidential and undisclosed. The original unredacted Contract is available for inspection by the Commission and its Staff at the Company's premises.

10. Based on my experience, the above determinations, and the conclusions set forth in the accompanying affidavit of Ms. Smalls-Tilford, I believe it is in the Company's, as well as

its customers', best interest for the Commission to approve the 2016 Solar EPC Contract and grant the Company's related requests.

Further, Affiant sayeth not.

HARRY O. STANSELL, JR.

Subscribed and sworn to before
me this 9th day of November, 2015.

Estella R. Branson, Notary Public
Wayne County, Michigan
My Commission Expires: 10-26-2017
Acting in Wayne County

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own)
motion, regarding the regulatory reviews,)
revisions, determinations, and/or approvals)
necessary for DTE Electric Company)
to fully comply with Public Acts 286 and)
295 of 2008.)

Case No. U-17793-Solar

AFFIDAVIT OF ROSEMARY C. SMALLS-TILFORD

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

Rosemary C. Smalls-Tilford, being first duly sworn, deposes and says:

1. I am a Regulatory Consultant in Regulatory Affairs for DTE Electric Company (“DTE Electric” or the “Company”). I have earned a Bachelor of Science Degree in Business Management from Central Connecticut State University and a Masters of Business Administration (“MBA”) in Finance from Clark Atlanta University. Upon earning my MBA, I worked as a Plant Controller at Xerox Corporation for one year and then moved to Arkansas to work as a Strategic Planning and Finance Officer at First Commercial Corporation. Prior to joining DTE Electric, I worked for Bank One Capital Markets as a Capital Markets Associate. I have worked for DTE Electric for over 10 years in various regulatory-related areas.

2. As a Regulatory Consultant in Regulatory Affairs, I am responsible for coordinating and managing the various 2008 PA 295 (“Act 295”) Renewable Energy matters before the Michigan Public Service Commission (“MPSC” or the “Commission”) and managing other various rate cases. Subject matter includes the 21st Century Energy Plan, PAYS

Collaborative initiative (Pay as You Save), GreenCurrents, various Company Legislative initiatives, and renewable energy.

3. The recovery of the total costs associated with the Engineering, Procurement, and Construction (“EPC”) Contract (“Solar EPC Contract” or “Contract”) between DTE Electric and Inovateus Solar MI LLC (“Inovateus”) submitted for Commission approval in this proceeding can be accomplished with the Power Supply Cost Recovery (“PSCR”) transfer prices set forth in the MPSC Case No. U-17632 Exhibit No. A-4, and the revenue recovery mechanism surcharges set forth in Exhibit No. A-27 in Case No. U-17793, as approved by the Commission in its November 5, 2015 Order. The Company also requests approval of the capacity charges, which are included in the transfer prices, set forth in the MPSC Case No. U-17632 Exhibit No. A-4. When compared to the 100 MW 2016 Wind Build approved in DTE Electric’s 2008 PA 295 Amended Renewable Energy Plan, the 50 MW_{AC} 2016 Solar Energy Generating Facilities, in conjunction with the concurrently filed 50 MW Pinnebog Wind Park contracts, reflects a lower overall cost of service to DTE Electric’s customers over the life of the Renewable Energy Plan when considering the impacts to the incremental cost of compliance and the PSCR transfer price expense as discussed in the accompanying affidavit of Mr. Harry O. Stansell, Jr..

4. As such, the Contract complies with the retail rate impact limits under MCL 460.1045, and approval of the Contract in conjunction with the concurrently filed 50 MW Pinnebog Wind Park contracts, and DTE Electric’s related requests, will not result in “*an alteration or amendment in rates or rate schedules*” and “*will not result in an increase in the cost of service to customers.*”

5. The Renewable Energy Credits¹ generated by the solar-powered generating facility capacity installed as a result of the Contract will count toward the “[u]p to but no more than 50% of the Renewable Energy Credits” from renewable energy systems that were developed by and are owned by the electric provider under MCL 460.1033(1)(a)(i). Neither DTE Electric nor DTE Energy is affiliated with Inovateus.

6. The Contract does not include a renewable energy contract or a contract to purchase renewable energy credits without the associated renewable energy.

7. Based on my experience, the above determinations, and the conclusions of Mr. Stansell, I believe that Commission approval of the Contract in conjunction with the concurrently filed 50 MW Pinnebog Wind Park contracts, will not cause alteration or amendment in DTE Electric rates or rate schedules nor will Commission approval of the Contract in conjunction with the concurrently filed 50 MW Pinnebog Wind Park contracts, increase the cost of service to DTE Electric customers, and I believe that it is in DTE Electric’s, as well as its customers’ best interests for the Commission to approve the Solar EPC Contract and grant the Company’s related requests.

Further, Affiant sayeth not.

ROSEMARY C. SMALLS-TILFORD

Subscribed and sworn to before
me this 9th day of November, 2015.

Estella R. Branson, Notary Public
Wayne County, Michigan
My Commission Expires: 10-26-2017
Acting in Wayne County

¹ Including applicable Michigan Incentive Renewable Energy Credits for solar power, non-wind on peak energy, Michigan labor and Ludington pumped hydro-electric storage pursuant to MCL 460.1039(2).

ENGINEERING, PROCUREMENT AND CONSTRUCTION CONTRACT

BETWEEN






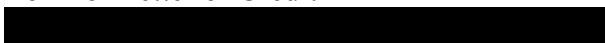
DTE ELECTRIC COMPANY

AND

INOVATEUS SOLAR MI LLC

This Engineering, Procurement and Construction Contract is made and entered into as of November 6, 2015 (the “Contract Date”) by and between DTE Electric Company (“DTE”) and Inovateus Solar MI LLC (“Contractor”), for the purposes of providing a turnkey, engineered and constructed Solar Energy Facility (as more particularly defined below). The exhibits listed below (the “Exhibits”) are attached hereto and fully incorporated herein.

Exhibit List

Exhibit A	Site Access and Personnel Requirements
Exhibit B	Scope of Work
Exhibit C	Work Requirements
Exhibit D	List of Applicable Permits
Exhibit D-1	Submittals
Exhibit E	Design and Drawings Requirements
Exhibit F	Specifications
Exhibit G	Project Schedule
Exhibit H	Contract Price and Milestone Payment Schedule
Exhibit I	Manufacturers’ Warranties
Exhibit J	Insurance Requirements
Exhibit K	[Reserved]
Exhibit L	SEF Energy Production Guaranty
Exhibit M	Commissioning Requirements
Exhibit N	Solar Power Easement Agreement
	
Exhibit P	Forms of Weekly and Daily Progress Reports
Exhibit Q	O&M Manual Table of Contents
Exhibit R	Form of Sworn Statement
Exhibit S	Solar Projects File Naming Convention
Exhibit T	Project Design Document Specification Check Sheet
Exhibit U	Change Order Request Form
Exhibit V	Affidavit of Michigan Labor
Exhibit W	Contractor Program Management Requirements
Exhibit X-1	Interconnection Requirements
Exhibit X-2	SEF One-Line Diagrams
	
Exhibit Z	Form of Letter of Credit
	
Exhibit BB	Contractor Parent Guaranty

Appendix A

Documentation Templates
Notice of Mechanical Completion
Notice of Substantial Completion
Material Procurement Tracking Form
Field Concrete Inspection Checklist
Solar Major Material Installation Checklist

Solar Rack Bolt Torque Checklist
Underground Conduit Installation Checklist
Electrical Material Installation Checklist
Megger Test Form
Rack, Module and Combiner Box Grounding Checklist
DC Voltage Polarity Test Checklist
Verification of AC Wire Size and Fuse Size Checklist
Test Equipment Information
Soil Testing Report (Use Testing Agent Report)
Concrete Test Report (Use Testing Agent Report)
Current Test – String and Feeder to Inverter Checklist

ARTICLE 1

RECITALS

WHEREAS, DTE desires to own and operate one or more solar photovoltaic systems (as further defined below, each a “Solar Energy Facility” or “SEF” and, collectively, the “Solar Energy Facilities” or “SEFs”) located within DTE’s service area;

[REDACTED]

[REDACTED]

WHEREAS, Contractor is a full-service, licensed contracting services company with the financial and technical capabilities to provide services to DTE including, but not limited to, engineering, procurement, project and construction management, construction and installation, commissioning, testing, verification and warranty coverage of each Solar Energy Facility and training as to its operation and maintenance; and

WHEREAS, Contractor has received, reviewed, and understands DTE’s requirements for each SEF design and drawings (Exhibit E), and specifications (Exhibit F) and DTE’s SEF commissioning requirements (Exhibit M);

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained, and other good and valuable consideration receipt of which is hereby acknowledged, DTE and Contractor hereby agree as follows:

ARTICLE 2

DEFINITIONS

For purposes of the Contract, and its Exhibits, the defined terms herein shall have the meaning set forth as follows:

“Applicable Laws” shall mean all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Solar Energy Facilities and/or the performance of the Work.

“Applicable Permits” shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Solar Energy Facilities and/or performance of the Work. A list of Applicable Permits is contained in Exhibit D. This list shall not be deemed to be all inclusive and it is Contractor’s responsibility to identify all Applicable Permits and update Exhibit D if and as required.

“Application for Adjustment” shall mean a written request from the Contractor for an Adjustment to the Project Schedule, which shall include a detailed description of the reason for the request and justification for the extension period being requested, as further defined in Section 3.4.1.

“Application for Payment” shall mean an invoice in the standard AIA format from the Contractor for a Project Milestone payment, supporting documentation necessary to evidence Contractor’s achievement of the applicable Project Milestone, including the sworn statement in the form attached hereto as Exhibit R, and executed conditional progress payment lien waiver and release from Contractor and each applicable Subcontractor, and in the case of the final two Project Milestone payments, the applicable lien waivers and releases set forth in Sections 5.3 and 5.4.

“Application for Substantial Completion” shall mean the application for Substantial Completion that will be submitted by Contractor to DTE as contemplated by Section 10.1.

“Approval Date” shall have the meaning set forth in Section 5.2.

[REDACTED]

“Business Day” means any day except a Saturday, Sunday, or day on which national banks operating in the State of Michigan are closed.

“Certificate of Substantial Completion” shall mean the written notice executed by DTE and the Contractor in accordance with Section 10.1. Such fully executed certificate shall be conclusive evidence that the Work is Substantially Complete.

“Certificate of Final Completion” shall mean the written notice executed by DTE pursuant to Section 10.2. A fully executed Certificate of Final Completion shall be conclusive evidence that Final Completion of the Work had been achieved.

“Change” shall mean any material addition to, deletion from, or other modification to the quality, function, scope, schedule, cost or intent of the Work, including without limitation any such addition, deletion, or other modification that constitutes a material change to the Scope of Work.

“Change Order” shall mean a written document signed by both Contractor and DTE that authorizes Contractor to perform a Change to the Scope of Work. The Change Order shall modify the Scope of Work and shall identify: (1) the Change to the Scope of Work; (2) any additional compensation or reduction in compensation to be paid to Contractor to perform such Change; and (3) any extensions of time to the Project Schedule to perform such Change. Contractor shall complete Exhibit U, Change Order Request Form, for any proposed change.

[REDACTED]

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commercial Operation Date” shall mean the date that Commissioning is complete and a SEF is capable of delivering energy to the grid at the Interconnection Point.

“Commissioning” shall mean the set of tests and procedures performed on a Solar Energy Facility to verify its operational readiness.

“Construction Documents” shall mean the designs, drawings and other materials, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract and the Scope of Work and that are used for the performance of the Work, as well as all field modified versions of such documents.

“Consulting Fee” shall have the meaning set forth in Section 5.1.

“Contract” shall mean this Engineering Procurement and Construction Contract and all Exhibits attached hereto which are incorporated herein, as the same may be amended or modified from time to time in accordance with the provisions hereof, including any Change Orders or Adjustments executed in accordance with this Contract.

“Contract Date” shall have the meaning set forth in the Preamble.

“Contract Documents” shall mean this Contract, the final Construction Documents, the Submittals, and any amendments thereto.

“Contract Price” shall mean the amount of compensation as specified in Section 2.1 of Exhibit H that shall be paid by DTE to Contractor for performing the Work in accordance with the Contract, including without limitation, the Scope of Work (Exhibit B) and Specifications (Exhibit F), as such amount may be increased or decreased in accordance with Change Orders.

“Contract Price and Milestone Payment Schedule” shall mean that milestone payment schedule set forth in Exhibit H.

“Contract Term” shall have the meaning set forth in Section 19.1.

“Contractor” has the meaning set forth in the Preamble.

“Contractor Event of Default” shall have the meaning set forth in Section 16.1.1.

“Contractor Project Manager” shall have the meaning set forth in Section 3.8.

“Contractor Service Manager” shall mean the person or entity designated by the Contractor as the support person who will provide troubleshooting assistance or recommendations when there are mechanical problems and/or malfunctions with a SEF and its components during the Contractor Warranty Period. The Contractor Service Manager is DTE’s point of contact for warranty service claim notifications.

“Contractor Team Leads” shall have the meaning set forth in Section 3.8.

“Contractor Warranty” shall have the meaning set forth in Section 6.1.1.

“Contractor Warranty Period” shall mean the period of time whereby Contractor provides the Contractor Warranty as set forth in Section 6.1.1 of this Contract.

“Daily Progress Report” shall have the meaning set forth in Section 3.4.2.2.

“Data Acquisition System” or “DAS” shall mean for each SEF the Solar Energy Facility operational monitoring and revenue metering system.

“DTE” shall have the meaning set forth in the Preamble.

“DTE Event of Default” shall have the meaning set forth in Section 16.2.1.

“DTE Indemnified Party” shall have the meaning set forth in Section 13.1.

“DTE Project Manager” shall mean DTE’s designated single-point representative with whom Contractor shall consult on a reasonable, regular basis and who is authorized to act on DTE’s behalf for all purposes in connection with this Contract and the Work.

“Direct Costs” shall mean Contractor’s actual and verifiable cost of labor, services, tools, supplies, subcontracts, jobsite facilities, utilities, jobsite staffing, and other costs necessary to perform the Work.

“Dispute” shall mean any question, dispute, disagreement, difference or claim arising out of or in connection with this Contract, including any question regarding its existence, validity, performance or termination.

“Distribution Utility” shall mean DTE Electric Company as distribution utility.

“Effective Date” shall have the meaning set forth in Section 19.1.

“Engineer of Record” shall mean any and all structural, electrical, civil, mechanical, environmental or other professional engineer either employed by Contractor or its Subcontractors, whose seal is incorporated within any Construction Document.

“Environmental Attributes” shall mean, collectively, all environmental and other attributes, including, but not limited to, renewable energy credits, that differentiate a Solar Energy Facility or the energy output of a Solar Energy Facility from energy generated by certain other generation units, fuels or resources. Environmental Attributes include those attributable to (i) the avoidance of environmental impacts on air, soil, water or climate, such as the emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Solar Energy Facility; or (ii) the compliance of the Solar Energy Facility or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto; or (iii) laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator; or (iv) any local, state or federal entity given jurisdiction over a program involving transferability of environmental attributes and the right to report to any federal, state, or local agency or authority or other party that DTE owns the environmental attributes associated with the energy output of the Solar Energy Facility.

“Environmental and Financial Incentives” shall mean all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever titled or named (including carbon credits and allowances and renewable energy certificates), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the Solar Energy Facility or the energy output or otherwise from the development or installation of the Solar Energy Facility or the production, sale, purchase, consumption or use of the energy output. Without limiting the foregoing, Environmental and Financial Incentives includes the right to apply for (and entitlement to receive) incentives under any applicable state rebates or incentive programs and the right to claim federal income tax credits under Sections 45 or 48 of the Code.

“ESA” shall have the meaning set forth in Section 3.5.7.

“Exhibits” shall have the meaning set forth in the Preamble.

“FERC” shall mean the Federal Energy Regulatory Commission.

“Final Completion” shall be deemed to have occurred when (a) DTE agrees in writing that 100% of the Work as identified in the Scope of Work and Specifications and Submittals has been completed to the reasonable satisfaction of DTE, and (b) a Certificate of Final Completion has been issued by DTE.

“Final Payment” shall have the meaning set forth in Section 5.4 of this Contract.

“Force Majeure” shall mean unforeseeable events beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome despite the exercise of reasonably diligent efforts, including, without limitation, acts of God and the public enemy; adverse weather conditions that are so unpredictable and inclement that Contractor in the exercise of reasonable diligence could not reasonably have been expected to anticipate and take into consideration such adverse weather conditions in scheduling the performance of this Contract; relocation or construction of interconnection facilities or the shutdown of such facilities for the purpose of necessary repairs; permanent or temporary relocation of a Solar Energy Facility; natural disasters; fire; civil disobedience, sabotage; restraint by court order or public authority (whether valid or invalid), and/or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case, if not caused by the Party asserting the Force Majeure.

“Governmental Approval” means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any governmental entity and, with respect to the Contractor, shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the construction, use, and operation of a SEF.

“Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

[REDACTED]

“Hazardous Substances” shall mean any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (i) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended, and regulations promulgated thereunder; (ii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in U.S.C. Section 9601 et seq., as amended and regulations promulgated thereunder; (iii) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law. For purposes of this Contract, Hazardous Substances shall also include without limitation any pesticide, or any insecticide, fungicide or rodenticide as described in the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq; and (iv) any hazardous substance as defined by the Natural Resources and Environmental Protection Act, PA 451 of 1994, as amended.

“Interconnection Point” shall mean the point of interconnection of each SEF to DTE’s distribution system as more specifically set forth on Exhibit X-1. Detailed requirements provided at

[https://www2.dteenergy.com/wps/portal/dte/bizLarge/largeBusinesses/details/customer%20generation/detailed%20interconnection%20requirements!/ut/p/b1/jZLJkqJQEEW_yOlwxlFGd9jEhA2BoMggyCCCHx9Wz1suqOszl1GnJuZcfNiEXbEojaeyiley66Nm88-Yk4kZyCf9kzb8F0WqMgVJUQ7pCmwLyB8AeCLEsBfehWngcpuwU7TGBwA_Lf-DfBuvwn-6E3BcakXcABAAgrji5aic6QM2e_uD7CjFbJbsYOFJDmnSzgqRR_vzo-5ZWRiK2a4_IR6fGv5nNUVZUImWk6C2-p6m42uBPfpDIWLGXDb_TRCo5m1kmlWk67LYcZ7Nu9s2-P7xRuMhLvwc2R66aA2Tz2E_U2O5G02uTu58elrv80qt6LMvikSZPZEV4tC2w97pE5mrvVTUu-bsU5Mb44XUkrv0bMNI4MQQQkG1Tj62pLzy2kcDS_x9N_TPuvn34FcOT3nkY_kXepeDvjc8Uv4M1fv0s_GUrrrGQtGPsIzPpYATsC6uRWy01d69WpVsc6wWMUjGD1QNoPfroIM1upuNQTNdXJCGSeB2JECAP_ECizrMx3vK0gMk2qHDANI8rk-vFMrx_gg8MpnKBYggZxniQYGvOrkGKTAQmi5E7DQAQgYDLjDqzOKCv_7kihwl309LHJg0pMTX-3t88hIUljPF0yP3-Q1co-Nitr-2rild2GrPuJlowWWQNTdNbZtPoo2McPmVutFKlroF9sMApYw8ljXMHxe6uSa1rM5x2u2TsJb3rOdMJCeD_HNplrQrHX705t75eqYlflMRmvGoNUdk4WSw57zq3uL_1k-8TZYUPKHzJ6WG42BZ1UpwuGzv0dN1Zbvn62F6g1vGWdNnK9oXnsdvU8b9INxpFy8bgKPwDuOys_/dl4/d5/L2dBISEvZ0FBIS9nQSEh/.](https://www2.dteenergy.com/wps/portal/dte/bizLarge/largeBusinesses/details/customer%20generation/detailed%20interconnection%20requirements!/ut/p/b1/jZLJkqJQEEW_yOlwxlFGd9jEhA2BoMggyCCCHx9Wz1suqOszl1GnJuZcfNiEXbEojaeyiley66Nm88-Yk4kZyCf9kzb8F0WqMgVJUQ7pCmwLyB8AeCLEsBfehWngcpuwU7TGBwA_Lf-DfBuvwn-6E3BcakXcABAAgrji5aic6QM2e_uD7CjFbJbsYOFJDmnSzgqRR_vzo-5ZWRiK2a4_IR6fGv5nNUVZUImWk6C2-p6m42uBPfpDIWLGXDb_TRCo5m1kmlWk67LYcZ7Nu9s2-P7xRuMhLvwc2R66aA2Tz2E_U2O5G02uTu58elrv80qt6LMvikSZPZEV4tC2w97pE5mrvVTUu-bsU5Mb44XUkrv0bMNI4MQQQkG1Tj62pLzy2kcDS_x9N_TPuvn34FcOT3nkY_kXepeDvjc8Uv4M1fv0s_GUrrrGQtGPsIzPpYATsC6uRWy01d69WpVsc6wWMUjGD1QNoPfroIM1upuNQTNdXJCGSeB2JECAP_ECizrMx3vK0gMk2qHDANI8rk-vFMrx_gg8MpnKBYggZxniQYGvOrkGKTAQmi5E7DQAQgYDLjDqzOKCv_7kihwl309LHJg0pMTX-3t88hIUljPF0yP3-Q1co-Nitr-2rild2GrPuJlowWWQNTdNbZtPoo2McPmVutFKlroF9sMApYw8ljXMHxe6uSa1rM5x2u2TsJb3rOdMJCeD_HNplrQrHX705t75eqYlflMRmvGoNUdk4WSw57zq3uL_1k-8TZYUPKHzJ6WG42BZ1UpwuGzv0dN1Zbvn62F6g1vGWdNnK9oXnsdvU8b9INxpFy8bgKPwDuOys_/dl4/d5/L2dBISEvZ0FBIS9nQSEh/)

[REDACTED]

[REDACTED]

[REDACTED]

“Lien” means any lien (statutory or other), pledge, mortgage, charge, security interest, deed of trust, assignment, hypothecation, deposit arrangement, easement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever in respect of an asset, whether or not filed, recorded or otherwise perfected or effective under Applicable Law.

“Manufacturer’s Warranty” shall mean the specific warranty provided by the manufacturer of a specific product covering the material workmanship and/ or performance of that specific product, a list of which is set forth in Exhibit I. [REDACTED]

“Materials” shall mean any articles, apparatus, goods, materials, products, items, data, documents, supplies, equipment, component parts and assemblies, or any other substances, parts, or any combination thereof used, consumed, furnished or installed by Contractor or any subcontractor as part of the Work.

“MPSC” shall mean Michigan Public Service Commission.

“MPSC Approval” shall have the meaning set forth in Section 4.5.

“Network Access Point” shall mean the RJ45 jack into which the Data Acquisition System may be plugged and which provides direct access to the internet, either via DTE’s network, or via a third party service such as DSL, cable or cellular data modem.

“Notice to Proceed” or “NTP” shall mean for each SEF any of several written notices provided by DTE to Contractor authorizing Contractor to proceed to the next phase of the project, and which is further described in Section 3.3.

“Notice to Proceed to Construction” shall have the meaning set forth in Section 3.3.

“Notice to Proceed to Engineering” shall have the meaning set forth in Section 3.3.

[REDACTED]

“Notice to Proceed to Permit Application Submittal” shall have the meaning set forth in Section 3.3.

“Notice to Proceed to Procure” shall have the meaning set forth in Section 3.3.

“Operations and Maintenance Manual” shall mean for each SEF the manual provided by the Contractor that describes in detail the processes and procedures required to safely operate and maintain the SEF, and shall include documentation provided by the original equipment manufacturers of all equipment covered by a Manufacturer's Warranty which describe how to operate and maintain such equipment to maintain, as applicable, warranty coverage and effective operation.

“Owner’s Oversight and Inspection Engineer” shall be DTE or a representative designated by DTE to monitor the construction progress, verify compliance with the Contract, inspect, evaluate and certify the capabilities of each Solar Energy Facility and contribute to the development of the Punchlist on behalf of and/or in conjunction with DTE.

“Party” or “Parties” shall mean Contractor, DTE, each or both of them, as the context may require pursuant to the terms and conditions of this Contract.

“Payment Due Date” shall have the meaning set forth in Section 5.2.

“Progress Payment Schedule” has the meaning set forth in Section 5.1 of this Contract and is attached hereto as Exhibit H.

“Project Milestone” shall mean that portion of the Work required to be completed and verified prior to submittal of an Application for Payment in accordance with Article 5 and further described in Exhibit H.

“Project Schedule” shall mean for each SEF the overall engineering, permitting, and construction schedule for the Work, as further detailed in Section 3.4.1, Exhibit G, and Exhibit H.

“Prudent Industry Practice” shall mean those practices, methods, standards and procedures as are commonly used by professional construction and engineering firms performing turnkey engineering, procurement and construction services on facilities of a type and size similar to the Solar Energy Facility, which in the exercise of reasonable judgment and in the light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with the design, manufacture and construction and use of electrical and other equipment, facilities, equipment and improvements, with commensurate standards of safety, performance, dependability, efficiency and economy.

“PTC” means PV USA Test Conditions; 1000W/square meter solar irradiance; 1.5 air mass @20°C; wind speed 1 meter/second

“Punchlist” shall mean a list provided by DTE to Contractor of items of unfinished Work, which do not preclude achievement of Substantial Completion, and can be completed [REDACTED] of the Substantial Completion Date, and without material interference with DTE’s or a SEF’s operations.

“Redline” shall mean the set of prints on the construction site that reflect “as built” conditions using the Green-in, Red-out standard.

“Retainage” has the meaning set forth in Section 5.2.

“Scope of Work” shall mean the Work to be performed hereunder by Contractor pursuant to the Scope of Work (as amended by approved Change Orders), attached hereto as Exhibit B of this Contract.

“Site” shall mean for each SEF that area or areas where the materials and equipment for such Solar Energy Facility (as described in the Scope of Work) shall be installed and/or used to perform the Work.

“Site Host” shall mean the landowner of the Site which landowner shall enter into the Solar Power Easement Agreement attached hereto as Exhibit N and which landowner shall be a fully-bundled customer of DTE.

“Solar Energy Facility” or “SEF” shall mean for each solar generating system the entirety of the solar generating system, its electrical and mechanical components, Support Structure, mounting or tracking components, inverter(s), modules, meter(s), monitoring components, conduit, and other elements installed in the nature of the Work.



“Solar Power Easement Agreement” shall mean that easement agreement in the form attached hereto as Exhibit N which shall be entered into between DTE and Site Host.

“Specifications” shall mean such references, materials, methods, design and engineering requirements, safety requirements and other such standards of workmanship and materials as described in Exhibits C, D, D-1, E, and F and Section 3.2.2.2.

“STC” means Factory Standard Test Conditions – 1000W/square meter solar irradiance; 1.5 air mass @25°C; wind speed 1 meter/second.

“Subcontractor” shall mean any subcontractor, supplier, vendor or other service provider of Contractor as well as any subcontractor, supplier, vendor or other service provider of such subcontractor, supplier, vendor or other service provider retained by such subcontractor.

“Submittals” shall mean all documents required to be provided to DTE by Contractor as described in Exhibit D-1.

“Substantial Completion” or “Substantially Complete” shall mean the stage in the progress of the Work or portion of the Work, where the Solar Energy Facility is mechanically and electrically complete in accordance with the Contract Documents (except Punchlist items) so that DTE is able to utilize the Solar Energy Facility for its intended use or purpose; all commissioning tests, inspections and acceptance procedures have been successfully completed, including any required review by Owner’s Oversight and Inspection Engineer; all required final Construction Documents have been delivered to DTE and a Certificate of Substantial Completion, certifying that the Commercial Operation Date has occurred, has been delivered by DTE to the Contractor, signed by the Contractor and returned to DTE.

“Substantial Completion Date” shall mean for each SEF the date of issuance of the Certificate of Substantial Completion as stated on such certificate.

“Support Structure” shall mean the rooftop, ground-based or floating mounting system, elevated structure or tracking system that will hold the solar modules of the Solar Energy Facility on the Site, and all supports thereto.

“Termination Payment” shall have the meaning set forth in Section 4.5.6.

“Weekly Progress Report” shall have the meaning set forth in Section 3.4.2.2.

“Work” shall mean for each SEF the design, engineering, permit attainment, procurement, construction and installation of the Solar Energy Facility and all other services to be provided by Contractor hereunder, in accordance with the terms hereof, including the Scope of Work and Specifications and Submittals.

“Work Requirements” shall mean the procedures, processes, practices and logistical requirements attached hereto as Exhibit C and in accordance with the terms and conditions of this Contract.

ARTICLE 3 **RESPONSIBILITIES OF CONTRACTOR**

3.1 Performance of the Work

Contractor shall fully perform the Work in accordance with the provisions of this Contract. Such Work shall be performed in an expeditious manner consistent and in accordance with Prudent Industry Practice, provided, however, that in the event of any conflict between the requirements of this Contract and Prudent Industry Practice, the requirements of this Contract shall govern Contractor’s Work. Contractor shall perform all Work in accordance with applicable equipment manufacturers’ requirements, including all requirements necessary to preserve and maintain in effect any and all warranties and, if applicable, any performance guarantees with respect to such equipment. Contractor shall perform the Work in accordance with all workmanship, safety requirements and Work Requirements as defined in Exhibit C and in accordance with all specifications as defined in Exhibit F and all Applicable Permits, codes, Governmental Authority regulations and all Applicable Laws.

3.2 Site Control, Security, Access and Maintenance

3.2.1 Site Control.

[REDACTED] Contractor shall use commercially reasonable efforts to cooperate with DTE to permit DTE to acquire the following documents and perform the following acts prior to issuance by DTE of any Notice to Proceed [REDACTED]

3.2.1.1 All surveys or other information in Site Host’s possession that describe the physical characteristics, legal limitations, and utility locations in, upon, under and around the Site;

3.2.1.2 Any prior environmental review documentation and all known information in Site Host's possession concerning subsurface conditions, including without limitation, the existence of any known Hazardous Substances, in, upon, under or around the general area of the Site where the Work will be performed pursuant to the Scope of Work;

3.2.1.3 All relevant information in Site Host's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken on, around and in the general area of the Site where the Work will be performed;

3.2.1.4 Any and all zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorizations regarding utilization of the Site reasonably necessary for the execution of the Work and the operation of the Solar Energy Facility; and

3.2.1.5 Enter into, and deliver to the Site Host, and the Site Host to enter into and deliver to DTE the Solar Power Easement Agreement substantially in the form attached hereto as Exhibit N.

3.2.2 Maintenance of the Site; Security.

3.2.2.1 Contractor shall keep the Site reasonably free from accumulations of waste materials, rubbish and other debris resulting from performance of the Work; and reasonably promptly after the Substantial Completion Date, remove from those portions of the Site involved in the commercial operation of the SEF, in conformity with Applicable Laws, all such waste materials, rubbish and other debris, as well as all tools, construction equipment, machinery and surplus material that would interfere in any material way with the commercial operation of the SEF (specifically excluding materials, tools and construction equipment necessary to complete any Punchlist items); and before final departure from the Site, in conformity with Applicable Laws, all remaining waste and rubbish generated during performance of the Punchlist work, and all remaining materials, tools and construction equipment of Contractor or its Subcontractors, and leave the Site in clean and usable condition.

3.2.2.2 Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection of Materials and persons performing work at the Site, including, 24/7 security at the Site, fencing as needed and appropriate, posting danger signs and other warnings against hazards and promulgating safety and security regulations. Contractor shall comply with DTE's regulations in effect at any time governing the admittance of Contractor's employees to the Site and their identification while there. Contractor's personnel, and that of any Subcontractor shall have suitable and approved identification to be worn in plain view while on the Site. All persons entering or leaving the Site are subject to a search of their effects, their vehicles and themselves in accordance with DTE's security regulations. Contractor shall advise its personnel of DTE's security regulations and its right of search and shall obtain from its personnel who may enter the Site informed consents to such searches. Contractor shall include the substance of this provision in all of its Subcontracts. Contractor shall take reasonable precautions that will render all portions of the Work and the Site secure in every material respect, decrease the likelihood of accidents from any cause, and avoid

vandalism and other contingencies that are liable to delay the Work or give rise to any claims or liabilities.

3.2.3 Site Access. As described in more detail in Exhibit A, Contractor shall permit DTE access to the Site during regular business hours, or such other reasonable hours as may be requested by DTE.

3.2.4 Solar Power Easement Agreement. Contractor will comply with the terms of the Solar Power Easement Agreement and coordinate construction activities and perform the Work to minimize disruption to Site Host's operations at the Site.

3.2.5 Hazardous Substances.

3.2.5.1 As required by Applicable Laws, Contractor shall provide data sheets, warning labels, or other documentation covering all Hazardous Substances furnished under or otherwise associated with the Work. Contractor shall provide to DTE either copies of the applicable data sheets or copies of a document certifying that no data sheets are required under any Applicable Laws prior to the commencement of such Work or at such time as any such substances enter the Site.

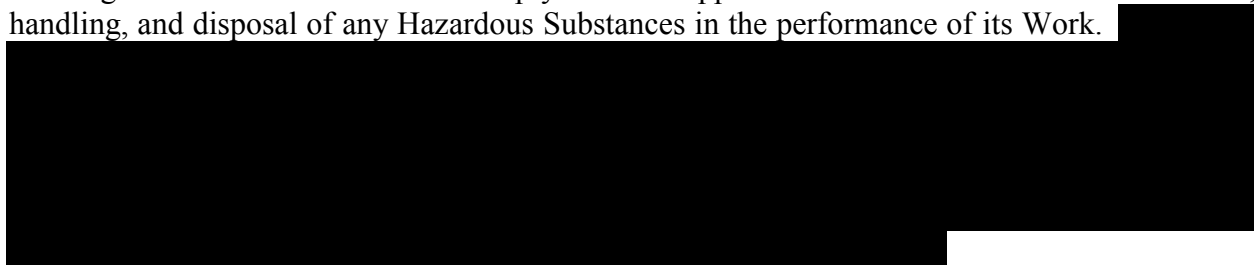
3.2.5.2 Contractor may not place material in any Site Host waste storage containers, including but not limited to rubbish dumpsters, used oil drums and tanks, hazardous waste drums, satellite waste collection drums and recycling containers, in each case, without prior written consent from Site Host. Contractor may not dispose of any waste (including but not limited to solvents, oily waste, and janitorial supplies) in any Site Host drains or ditches without prior written consent from Site Host. Contractor is responsible for all clean up and disposal of wastes generated or resulting from work activities undertaken by Contractor or its Subcontractors, unless otherwise specified in this Contract. Contractor must package, label and manifest any hazardous or liquid industrial waste prior to disposal, which is subject to inspection by DTE. Any cost incurred by DTE to dispose of Contractor generated waste left behind at the Site will be the responsibility of Contractor.

3.2.5.3 Contractor shall provide DTE with a list of all chemicals and their safety data sheets (SDSs) used by Contractor and their Subcontractors on the Site or SEF at least one week prior to delivery of chemicals to the Site. DTE may prohibit the use or request substitution of any chemical substance reasonably deemed to be unacceptable (e.g., non-halogenated solvents versus halogenated solvents). Contractor is responsible for removal of all unused products and materials (including chemicals) brought onto the Site. Contractor shall label and store all chemical products used at the Site in accordance with United States Occupational Safety and Health Administration standards.

3.2.5.4 All costs associated with response and remediation of a spill caused by Contractor (including but not limited to: labor, materials, disposal, reports, sampling and analysis) shall be Contractor's responsibility. Contractor shall notify DTE immediately in the event of a spill or release of polluting material to the environment. Unless otherwise designated in the Contract, DTE shall be responsible for notifications to the applicable federal, state, and local authorities. Contractor shall immediately initiate containment of any spill while remaining

outside the spill area of impact. DTE shall determine whether the spill constitutes an emergency or an incidental release per OSHA 29 CFR 1910.120(a)(3). If DTE determines that a spill is an incidental release, Contractor may complete spill response and remediation in accordance with all applicable federal, state and local requirements. If DTE determines that a spill constitutes an emergency, Contractor shall not attempt response and remediation beyond containment unless Contractor can verify that it has received training certification under 29 CFR 1910.120. In all cases, the response and remediation plan shall be approved by DTE.

3.2.5.5 If Contractor encounters Hazardous Substances (or materials or substances which Contractor reasonably believes to be Hazardous Substances) in or on the Site which would create a safety or health hazard for Contractor, any Subcontractor or any employee, agent or representative of either Party or which would create a health hazard for the general public or the surrounding environment if disturbed in the performance of the Work or if moved from the location at which such Hazardous Substance was encountered, Contractor may invoke the Force Majeure provisions of Article 15 and suspend the performance of Work to the extent required to avoid any such safety or health hazard and until action sufficient to protect employees of DTE, Contractor and any Subcontractors has been taken. Contractor shall notify DTE promptly upon encountering any Hazardous Substances (or materials or substances which Contractor believes to be Hazardous Substances) in or on the Site, and the cost of removal which will be the subject of a Change Order. Contractor shall comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work.



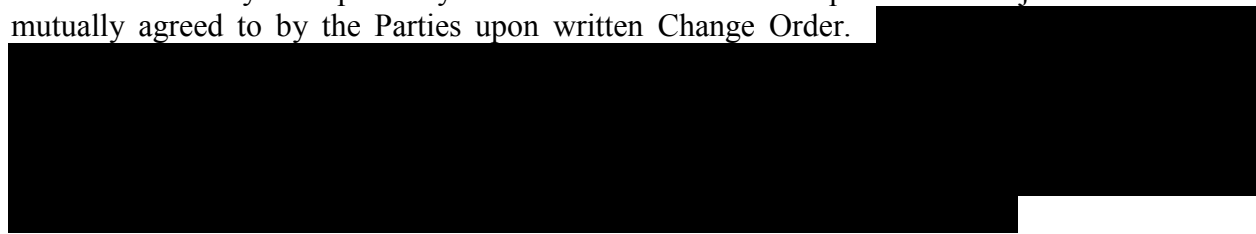
3.3 Notices to Proceed



3.4 Project Schedule

3.4.1 Project Schedule. The Project Schedule is attached hereto as Exhibit G. The Parties shall agree on an updated Project Schedule prior to the issuance of a Notice to Proceed to Procure which shall replace the prior Exhibit G. Once issued, the updated Project Schedule shall be the baseline schedule for the Work. The updated Project Schedule may be adjusted by the Parties during the construction phase of the Work upon Contractor's submission of a written request for Change Order which shall require the written approval of DTE and which shall be

processed pursuant to the Change Order process set forth in Article 9, provided, however, that in no event shall the Guaranteed Substantial Completion Date be extended unless such extension results from a Force Majeure event that affects the critical path of the Project Schedule, unreasonable delay in response by DTE that affects the critical path of the Project Schedule or is mutually agreed to by the Parties upon written Change Order.




3.4.2 Progress Reports and Meetings.

3.4.2.1 During the design, engineering and permitting phases of the Work, Contractor will schedule regular meetings with DTE to review any design or engineering changes, and such meetings shall coincide with milestones agreed to by the Parties.

3.4.2.2 During the construction phase of the Work, Contractor will schedule regular meetings with DTE at least weekly to review the Project Schedule and any other items related to the construction of the Solar Energy Facility. In addition, during construction, Contractor shall provide DTE with a weekly progress report (each a “Weekly Progress Report”) and a daily progress report (each a “Daily Progress Report”), each of which shall be in the forms contained in Exhibit P.

3.5 Project Implementation



3.5.2 Engineering. Following the receipt of a Notice to Proceed to Engineering, Contractor shall proceed with the preparation of all necessary designs, drawings, and specifications, as well as feasibility and configuration assessments, and archeology and environmental assessments (if applicable). Contractor shall deliver drawings and specifications to DTE as such documents are prepared for DTE’s approval as provided in Exhibit E and Exhibit F. DTE shall review and respond to each submission by Contractor in an effort to finalize the Construction Documents as quickly as reasonably possible under the circumstances. In no event shall such response take more than  Contractor shall make all designs,

drawings, and related Construction Documents available to DTE. The Parties expressly agree that DTE's approval of any plans, designs, drawings, specifications or any other items hereunder in no way relieves Contractor of its obligations under this Contract.

3.5.3 Permit Submittal. Following the receipt of a Notice to Proceed to Permit Application Submittal, Contractor shall proceed with the preparation and submittal of the applications for all Applicable Permits to the appropriate Governmental Authorities and agencies,

[REDACTED] Contractor shall deliver drafts of such Applicable Permits to DTE for its review and approval. DTE shall review and respond to each submission by Contractor in an effort to finalize the applications as quickly as reasonably possible under the circumstances. Contractor shall notify DTE of any negotiations, meetings, public hearings, or other interaction with a Government Authority or Agency and shall not proceed with any such interaction without DTE's prior written approval and without affording DTE at its option an opportunity to participate therein. In no event shall such response take more than [REDACTED]

[REDACTED] The Parties expressly agree that DTE's approval of any applications for Applicable Permits in no way relieves Contractor of its obligations under this Contract.

3.5.4 Procurement And Construction.

3.5.4.1 Upon securing all Applicable Permits, and upon acceptance and approval of the final Construction Documents by DTE and receipt by Contractor of each of DTE's Notice to Proceed to Procure and Notice to Proceed to Construction, Contractor shall commence procurement of the materials and the construction of the Solar Energy Facility in accordance with the final Construction Documents. The construction will be performed by Contractor and/or one or more licensed Subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, and all manufacturer requirements for the maintenance of all applicable warranties. Prior to commencing construction, Contractor shall provide DTE with a copy of Contractor's safety plan (which shall satisfy all of DTE's HSSE Requirements), as well as an evaluation and appropriate documentation of the safety record of any licensed Subcontractor that will be performing work on the Solar Energy Facility. [REDACTED]

3.5.4.2 Except as otherwise provided in Section 3.5.1, Contractor shall provide, or cause Contractor's Subcontractor(s) to provide, all labor, Materials, equipment, tools, transportation, security and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any Change Orders. Except as otherwise provided in Section 3.5.1, Contractor is required to purchase all necessary materials and supplies necessary for the performance of the Work in order to assure Contractor's ability to deliver the completed Solar Energy Facility on time. Except as otherwise provided in Section 3.5.1, Contractor will also be responsible for all means, methods, techniques,

sequences, and procedures employed for the construction required by the final Construction Documents. Except as otherwise provided in Section 3.5.1, Contractor shall provide for the handling of equipment and Materials and construction equipment, including, as necessary, inspection, expediting, shipping, unloading, receiving, and customs clearance and be responsible for all customs duties and similar charges payable in connection with the importation of equipment and Materials into the United States.

3.5.4.3 Contractor shall ensure that all equipment and Materials supplied shall be new (unless otherwise agreed by Contractor and DTE) and shall meet the requirements of the Specifications and Scope of Work and all Applicable Permits. References in the Specifications or Scope of Work to equipment and Materials or patented processes by trade name, make or catalog number shall be regarded as establishing a standard of quality expected by DTE. Contractor may use equipment, Materials, or process that is equal to that named in the Scope of Work or Specifications, subject to the prior written approval of DTE.


3.5.4.4 Contractor will be responsible for initiating and maintaining safety precautions and programs in connection with its construction of the Solar Energy Facility. Contractor will take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (i) employees of Contractor and Subcontractors performing Work under this Contract; (ii) Contractor's property and other materials to be incorporated for the Solar Energy Facility, under the care, custody, and control of Contractor or its Subcontractors; and (iii) the Site or other property at or adjacent to the Site not designated for removal, relocation, or replacement during the course of construction.

3.5.4.5 Contractor will maintain in good order at the Site copies of this Contract, the Scope of Work, all Change Orders, one record copy of all drawings, specifications, product data, samples, manufacturer's installation, operation & maintenance manuals, and other pertinent construction-related documents. Redlines shall be added to all applicable construction drawings weekly.


3.5.4.6 If the Solar Energy Facility is in whole or in part ground mounted, or Materials are to be stored on-site, then prior to the arrival of equipment and materials at the Site, the Contractor shall provide and be responsible for the security and storage of such equipment and materials, and placement of locked containers for the storage of tools, modules, and other materials.

3.5.4.7 During the construction phase of the Work, Contractor shall conduct all Commissioning tests that are scheduled to occur prior to Substantial Completion in accordance with the SEF commissioning requirements as described in Exhibit M. Contractor shall provide notice to DTE of any scheduled test(s) of installed equipment, and DTE and/or its designees shall have the right to be present at any or all such tests conducted by Contractor, any Subcontractor, and/or manufacturers of the equipment. Contractor shall be responsible for correcting and/or adjusting all deficiencies in the Solar Energy Facility and equipment operations that may be observed during equipment commissioning procedures.

[REDACTED]



3.5.6 Data Acquisition System Interconnectivity Requirements. Contractor shall provide 120v AC power to the access point to the communication monitoring equipment.



3.6 Independent Review by DTE

Neither independent review of the construction by DTE nor any approval provided by DTE under this Contract shall relieve Contractor of any of its obligations or responsibilities hereunder.

3.7 Assistance to DTE in Dealings with Governmental Authorities

Contractor shall provide or cause to be provided to DTE information reasonably requested by DTE to enable it to fulfill its obligations under this Contract. This obligation shall include providing such assistance as is reasonably requested by DTE in dealing with any Governmental Authority in matters relating to the Work and the SEF.

3.8 Contractor Representative; Key Contractor Employees; Response Periods

Contractor shall designate a project manager (the “Contractor Project Manager”) with whom DTE shall consult on a reasonable, regular basis and who is authorized to act on Contractor’s behalf for all purposes in connection with this Contract and the Work. In addition, Contractor shall designate certain key employees (the “Contractor Team Leads”) each of whose primary responsibility during the Term shall be assisting Contractor and DTE in respect of this Contract. Contractor may from time to time propose to change the Contractor Project Manager or any Contractor Team Lead by providing written notice of such proposed change to DTE; provided,

however, that any such change shall be subject to the prior written consent of DTE which consent shall not be unreasonably withheld or delayed. Except as otherwise provided herein, the Contractor Project Manager shall render decisions in a timely manner [REDACTED] with regard to any documents submitted by DTE and to other requests made by DTE in order to avoid unreasonable delay in the orderly and sequential progress of the Work. Failure by Contractor, through the Contractor Project Manager, to provide timely response to DTE submittals or other requests and which adversely impacts the critical path of the Project Schedule and thus the reasonable performance of the Work, shall not in any way result in an adjustment to the Project Schedule. The initial Contractor Project Manager for this Contract is [REDACTED]. The initial Contractor Team Leads for this Contract are [REDACTED].

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.10 Michigan Content

With each monthly invoice, Contractor shall submit an Affidavit of Michigan Labor substantially in the form set forth in Exhibit V detailing the Certified Michigan Labor for each SEF for both the preceding month and cumulative through such month. The dollar value spent for material, equipment and other spend from Michigan companies shall be as verified through http://www.dleg.state.mi.us/bcs_corp/sr_corp.asp.

ARTICLE 4 **DTE OBLIGATIONS**

4.1 Data Acquisition System Interconnectivity Requirements

DTE shall be responsible for obtaining for the benefit of the Solar Energy Facility, at DTE's sole cost and expense, the internet communication service necessary for the operation of the Data Acquisition System, up to a defined Network Access Point to which the Data Acquisition System will be connected.

4.2 Contractor Assistance

DTE shall also do the following:

4.2.1 Attend the regularly scheduled progress meetings and participate as needed regarding scheduling of the Work.

4.2.2 Upon its verification of the receipt of all required Submittals and the validation of the stamps and signatures of any required Engineers of Record, all in accordance with Section 1 of Exhibit D-1 and Section 4.6.1 of the Contract, issue a Notice to Proceed to Permit Application.

4.2.3 Upon its verification of the receipt of all required Submittals, all in accordance with Section 2 of Exhibit D-1 and Section 4.6.2 of the Contract, issue a Notice to Proceed to Procure.

4.2.4 Upon its verification of the receipt of all required Submittals, all in accordance with Section 3 of Exhibit D-1 and Section 4.6.3 of the Contract, issue a Notice to Proceed to Construction.

4.2.5 Participate in the job inspection walk-throughs with Contractor and the Subcontractor(s), if any, while determining whether Substantial Completion has been achieved.

4.2.6 Upon its approval of the physical aspects of the Work, and its verification of the receipt of all required Submittals, and its verification of the performance of the SEF in accordance with Section 10.1 of the Contract, the Scope of Work and the Specifications, issue the Certificate of Substantial Completion.

4.2.7 At DTE's sole discretion, but in no event later than [REDACTED] after the Commercial Operation Date for a SEF, perform a final walk-through of the SEF and check status of the physical aspects of the Work to determine whether Final Completion has been achieved.

4.2.8 Upon receipt of the Submittals, verification of Punchlist completion, and upon its sole approval of the completion of the entire Scope of Work as listed in Exhibit B according to the Specifications as listed in Exhibit F and incorporating all aspects of the security requirements as listed in Section 3.2.2.2, and including any required training, in accordance with Section 10.2 of the Contract issue a Certificate of Final Completion.

[REDACTED]

4.2.10 Promptly after issuing the Notice to Proceed to Construction, record a notice of commencement and otherwise comply with the Michigan Construction Lien Act, as applicable.

4.3 DTE Representative; Response Periods

DTE shall designate the DTE Project Manager with whom Contractor shall consult on a reasonable, regular basis and who is authorized to act on DTE's behalf for all purposes in connection with this Contract and the Work. DTE may from time to time change the DTE Project Manager by providing notice thereof to Contractor. Except as otherwise provided herein, the DTE Project Manager shall render decisions in a timely manner [REDACTED] [REDACTED] with regard to any documents submitted by Contractor and to other requests made by Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Work. Failure by DTE, through the DTE Project Manager, to provide timely response to Contractor submittals or other requests and which adversely impacts the critical path of the Project Schedule and thus the reasonable performance of the Work, shall result in a day-for-day adjustment to the Project Schedule. The initial DTE Project Manager for this Contract is [REDACTED] [REDACTED]

4.5 MPSC Regulatory Filing

4.5.1 DTE shall submit this Contract to the MPSC for approval consistent with the Clean, Renewable and Efficient Energy Act and any other applicable statutory requirements [REDACTED] [REDACTED] (such approval, the "MPSC Approval").

4.5.2 If the MPSC fails to grant the MPSC Approval and any relief set forth in the application requesting such approval [REDACTED] then this Contract shall terminate and cease to be of any force or effect and DTE shall pay to Contractor the Termination Payment stated in Section 4.5.6.

4.5.4 DTE agrees to notify Contractor of any significant developments in obtaining the MPSC Approval. Contractor shall exercise due diligence and shall act in good faith to cooperate with and assist DTE in acquiring each approval necessary to effectuate this Contract.

4.5.5 If the MPSC Approval is obtained as provided in Section 4.5.1, DTE shall issue the Notice to Proceed to Engineering [REDACTED] thereafter or this Contract shall automatically terminate unless the Parties mutually agree otherwise.

[REDACTED]

4.6 Certain Notices to Proceed

4.6.1 When Contractor considers the Work required to cause DTE to issue a Notice to Proceed to Permit Application to be complete in accordance with the Contract Documents, Contractor shall submit to DTE a Notice to Proceed to Permit Application Submittal in accordance with Exhibit D-1. Upon a receipt of written notice from DTE that the Work required to be complete to cause DTE to issue a Notice to Proceed to Permit Application Submittal is not complete, Contractor will promptly complete any incomplete items and remedy defective items, after which Contractor shall submit a revised Notice to Proceed to Permit Application Submittal if applicable. DTE shall re-inspect all Work completed or remedied by Contractor promptly, but in no event later [REDACTED]. Once DTE determines that the Work required to be complete to cause DTE to issue a Notice to Proceed to Permit Application Submittal is complete, DTE shall issue a Notice to Proceed to Permit Application Submittal.

4.6.2 When Contractor considers the Work required to cause DTE to issue a Notice to Proceed to Procure to be complete in accordance with the Contract Documents, Contractor shall submit to DTE, along with the applicable Application for Payment, a Notice to Proceed to Procure submittal in accordance with Exhibit D-1. Upon a receipt of written notice from DTE that the Work required to be complete to cause DTE to issue a Notice to Proceed to Procure is not complete, Contractor will promptly complete any incomplete items and remedy defective items, after which Contractor shall submit a revised Notice to Proceed to Procure submittal if applicable. DTE shall re-inspect all Work completed or remedied by Contractor promptly, but in no event later [REDACTED]. Once DTE determines that the Work required to be complete to cause DTE to issue a Notice to Proceed to Procure is complete, DTE shall issue a Notice to Proceed to Procure [REDACTED].

4.6.3 When Contractor considers the Work required to cause DTE to issue a Notice to Proceed to Construction to be complete in accordance with the Contract Documents, Contractor shall submit to DTE, along with the applicable Application for Payment, a Notice to Proceed to Construction submittal in accordance with Exhibit D-1. Upon a receipt of written notice from DTE that the Work required to be complete to cause DTE to issue a Notice to Proceed to Construction is not complete, Contractor will promptly complete any incomplete items and remedy defective items, after which Contractor shall submit a revised Notice to Proceed to Construction submittal if applicable. DTE shall re-inspect all Work completed or remedied by Contractor promptly, but in no event later [REDACTED]. Once DTE determines that the Work required to be complete to cause DTE to issue a Notice to Proceed to Construction is complete, DTE shall issue a Notice to Proceed to Construction [REDACTED].

ARTICLE 5

PAYMENTS

DTE agrees to pay Contractor the Contract Price in accordance with Exhibit H and this Article 5.

5.1



5.2 Remaining Milestone Payments

[REDACTED] after the applicable Notice(s) To Proceed have been issued, and as Project Milestones are achieved, Contractor shall submit to DTE its Application for Payment, if payment is due thereon, based upon the Project Milestone(s) achieved and calculated in accordance with the Contract Price and Milestone Payment Schedule. DTE shall review and respond to each Application for Payment [REDACTED] after DTE's receipt thereof (the "Approval Date"). If such Application for Payment is approved by DTE, DTE shall pay the amount invoiced by Contractor in such Application for Payment [REDACTED] after the Approval Date (the "Payment Due Date"), [REDACTED]

[REDACTED] Change Order requests that have been approved in writing by DTE in advance shall be invoiced upon completion of the Work authorized by the Change Order. Contractor shall submit evidence satisfactory to DTE that all payrolls, materials, bills, sales and payroll taxes and other amounts connected with the Work have been paid with each Application for Payment, and DTE shall not be obligated to pay the balance due until such evidence has been submitted and waivers of lien have been furnished to DTE.

5.3 Substantial Completion Payment

Contractor shall deliver the Application for Payment for the Substantial Completion Project Milestone concurrent with the submittal of the Application for Substantial Completion; such Application for Payment shall be accompanied by either a final payment unconditional lien waiver and release in the form attached hereto as Exhibit R or a conditional final payment lien

waiver and release in the form attached hereto as Exhibit R, as applicable, from each Subcontractor.

5.4 Final Payment

Contractor shall deliver the final Application for Payment [REDACTED] of receipt of the Certificate of Final Completion; such Application for Payment shall be accompanied by a final payment unconditional lien waiver and release from each Subcontractor and a conditional lien waiver and release upon final payment from the Contractor. Upon receipt of the final Application for Payment with the final payment lien waiver and releases, DTE shall release the balance of the Retainage to Contractor with the final payment hereunder (the "Final Payment").

5.5 Disputed Invoices

If DTE disputes any Application for Payment, or part thereof, or any supporting documentation related thereto, DTE shall make full payment to Contractor when required in this Article 5 above, less any amounts in dispute, and shall provide to Contractor a written explanation of the basis for the dispute and the amount of the payment being withheld related to the dispute by no later than the Approval Date. If any amount disputed by DTE is finally determined to be due to Contractor, such amount shall be paid to Contractor [REDACTED] of such final determination.

ARTICLE 6 **WARRANTY/LIMITATION OF LIABILITY**

6.1 Contractor Warranty


6.1.1 Subject to Section 6.2, commencing on the Substantial Completion Date and continuing for [REDACTED] from such date (the "Contractor Warranty Period"), Contractor warrants that the Work and the Solar Energy Facility will be free from defects in materials and workmanship under normal operating conditions, and shall conform to the Scope of Work and all other requirements of this Contract (the "Contractor Warranty"). Without limiting Contractor's other warranty obligations during the Contractor Warranty Period, Contractor shall, for the protection of DTE, obtain warranties and guarantees from all of its Subcontractors with respect to all machinery, equipment, materials or services procured by Contractor, which warranties and guarantees shall be for the benefit of DTE, and which shall be assigned to DTE at Substantial Completion. Contractor shall at all times perform its construction, installation, commissioning, operation or maintenance activities in accordance with this Contract and Prudent Industry Practice and in a manner consistent with all such warranties and shall not perform any actions that may violate such warranties.

[REDACTED]




6.2 Manufacturers' Warranties

All Manufacturers' Warranties shall be assigned directly to DTE as set forth in Section 6.1.1. A list of all applicable Manufacturers' Warranties to be assigned to DTE is attached hereto as Exhibit I.



6.3 Energy Production Guaranty

Contractor warrants the specified level of energy output of the Solar Energy Facility as is required to achieve Substantial Completion as detailed in Exhibit L. This Energy Production Guaranty imposes no obligations on Contractor after Final Completion.



6.4 Contractor Warranty Exclusions

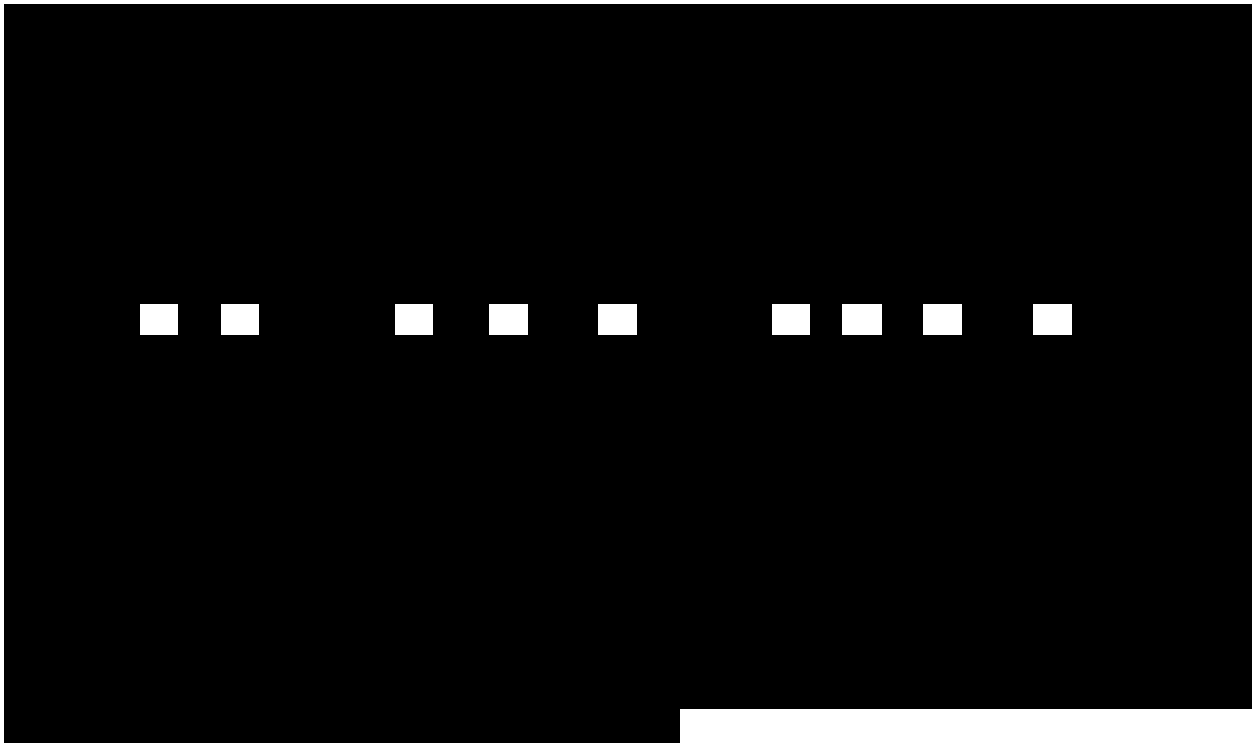
The Contractor Warranty provided herein does not cover damage, malfunctions or service failures caused by:

6.4.1 Failure by DTE to follow in all material respects Contractor's operation or maintenance instructions as set forth in the Operations and Maintenance Manual.

6.4.2 Abuse, misuse, or negligent acts or omission by someone other than Contractor or a third party contracted or approved by Contractor.

6.4.3 Damage or deteriorated performance of a SEF caused by electrical surges, lightning, fire, flood, extreme weather, pest damage, accidental breakage, actions of third parties and other causes not arising under normal operating conditions, provided however, this Section 6.4.3 shall not apply when caused by any act or omission of Contractor.



ARTICLE 7
PERMITS AND APPROVALS; COORDINATION

7.1 Permits and Approvals

Contractor will obtain all Applicable Permits and all Government Approvals from all necessary Government Authorities required for the construction, installation, start-up and operation of the Solar Energy Facility and the performance of the Work hereunder, including but not limited to municipal building, planning, zoning, fire marshal, architectural or design review, landlord or other covenant, conditions and restrictions (CC&Rs) approvals, nighttime operations, encroachment (hauling, street cleaning, etc.), storm water pollution prevention plan and water quality management plan permits or any other specialty permits, in each case, when and as required for the performance of the Work in accordance with the Project Schedule.

7.2 Coordination During Installation

DTE and Contractor shall cooperate with each other in an effort to coordinate the activities of Contractor and Subcontractors with those of DTE, its employees, agents and contractors.

7.3 Coordination for Special Inspections

Contractor shall coordinate the inspections of any Governmental Authorities as well as any other inspections, including but not limited to those required by DTE's Project Manager, or manufacturers' representative and provide the following advance notices:

Item	Description	Notification				
------	-------------	--------------	--	--	--	--

No.		Req'd				
1	Major Material Delivery	██████████				
2	Concrete Pour	██████████				
3	Cable/Piping Trench Closure	██████████				
4	Excavation for site drainage/new catch basin	██████████				
5	Meggar Testing	██████████				
6	DTE Meter Installation	██████████				
7	DC Test	██████████				
8	AC Test	██████████				

7.4 Incentive Programs

If requested, Contractor shall assist DTE in submitting all applications, proof of progress submittals, or claim forms and documentation necessary for any Environmental and Financial Incentives; and will coordinate and cooperate in the timely completion of such documents upon DTE's request.

ARTICLE 8 OWNERSHIP OF CERTAIN PROPERTY

8.1 Ownership of Certain Proprietary Property Rights

Contractor hereby grants to DTE a perpetual, irrevocable non-exclusive royalty-free license for any and all software or other intellectual property rights owned by Contractor or to which Contractor has rights and which is necessary for DTE to operate, maintain, improve or repair the Solar Energy Facility, including drawings in native program.

8.2 Ownership of Environmental and Financial Incentives and Environmental Attributes


DTE shall own, and may assign or sell in its sole and absolute discretion, all right, title and interest in and to all Environmental Attributes and/or Environmental and Financial Incentives associated with or resulting from the development and installation of the Solar Energy Facility or the production, sale, purchase or use of the energy output of the Solar Energy Facility including, without limitation, all Environmental and Financial Incentives and Environmental Attributes.

ARTICLE 9

CHANGE ORDERS

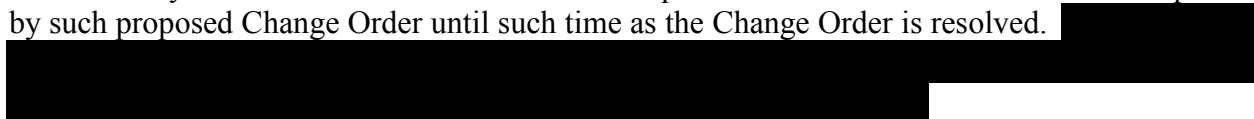
9.1 DTE Requested Change Orders

DTE may request by Change Order any Change in the Work, whether such Changes are modifications, accelerations, alterations, additions or deletions. All such Changes shall be made in accordance with this Article 9 and shall be considered, for all purposes of this Contract, part of the Work. Contractor shall perform all Changes to the Work included in Change Orders issued by DTE in accordance with this Article 9. Changes initiated by DTE which increase the Contract Price shall be invoiced separately from the milestone payments in accordance with Article 5;



9.2 Change Order Process

It is the desire of the Parties not to have changes to the Work. The Parties recognize, however, that such changes may become necessary and agree that they shall be handled pursuant to this Section. Contractor requested Changes and/or modifications to the Scope of Work must be authorized by a written Change Order request executed by both DTE and Contractor. Work pursuant to such a Change Order shall begin only upon Contractor's receipt of DTE's approved and executed Change Order request. The Change Order shall state the change and/or modification to the Scope of Work, additional compensation to be paid, if any, or extension of time, if needed, for Contractor to perform such changes and/or modifications. Contractor will use commercially reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change Order until such time as the Change Order is resolved.



9.3 Contractor Requested Change Orders

Contractor may be entitled to a Change Order in the event that any DTE-caused delay or other acts or omissions of DTE cause an increase in Contractor's costs of performing the Work or has an impact on the schedule for completion of the Work. Promptly upon becoming aware that any of the foregoing will impact the cost of or schedule for performing the Work, Contractor shall give preliminary notice thereof to DTE and shall thereafter provide to DTE, as promptly as Contractor can reasonably obtain the same, information as to the impact on the cost and/or

schedule for completing the Work. As soon as the requisite information has been obtained, Contractor shall deliver to DTE a request for a proposed Change Order which shall describe such condition or event in detail and the adjustments to the Work (including the impact, if any, on any relevant warranties for the Work or portions thereof), the Guaranteed Project Substantial Completion Date and/or the Contract Price requested by it. Unless otherwise agreed by the Parties, adjustments to the Contract Price shall be based on the compensable costs incurred by the Contractor. Contractor may also propose changes in the Work to DTE, but Contractor shall make such changes only upon issuance of a Change Order signed by both Parties. In connection with any Change Order issued under this Section, any other provisions of this Contract (including the Exhibits) affected by the Change Order shall be suitably adjusted.

9.4 Concealed or Unknown Conditions

If Contractor encounters conditions at the Site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information obtained pursuant to Section 3.2.1, or (ii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Documents, Contractor shall promptly provide notice to DTE before conditions are disturbed and in no event later than [REDACTED] after first observance of the conditions. DTE will promptly investigate such conditions and if DTE determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will provide an equitable adjustment in the Contract Price and/or the Project Schedule.

9.5 Disputes with Respect to Change Orders

In the event the Parties have not reached agreement with respect to the proper adjustment to the Contract Price and/or the Project Schedule [REDACTED] after the request for the Change Order, then the cost or amount of such adjustment, if any, shall be determined pursuant to the provisions of Article 17. In the case of any dispute as to whether any work requested by DTE in writing is in fact a change from Contractor's existing contractual obligations under this Contract and the proper subject of a Change Order, the matter shall be referred to dispute resolution in accordance with the provisions of Article 17. Pending the resolution of such dispute, Contractor will comply with the written request of DTE. If the dispute is ultimately resolved in Contractor's favor, Contractor shall be entitled to a Change Order providing for payment of Contractor's actual costs and an equitable adjustment in the Project Schedule.

ARTICLE 10 PROJECT COMPLETION

10.1 Substantial Completion

When Contractor considers the Work to be Substantially Complete in accordance with the Contract Documents, Contractor shall submit to DTE, along with the applicable Application for Payment, an Application for Substantial Completion. Prior to the submittal of an Application for Substantial Completion, Contractor shall discuss the state of readiness of the SEF with DTE's Project Manager to preliminarily ensure that no material items remain and that all required

Submittals have been received and accepted by DTE. Contractor shall provide DTE with written notice [REDACTED] prior to its anticipated submittal of the Application for Substantial Completion, so that DTE may review the Work for the purpose of determining that it is Substantially Complete and in conformance with the Contract Documents, the Scope of Work, the final Construction Documents, all required Submittals, and any Change Orders. In connection with such review, DTE may (i) engage an owner's engineer to evaluate the Solar Energy Facility to see if it meets the Contract specifications, satisfies all requirements for Commissioning, and to develop, if applicable, the Punchlist and/or, (ii) provide written notice to Contractor of additional actions necessary before the Work is Substantially Complete. Upon receipt of written notice from DTE that the Work is not Substantially Complete, Contractor will promptly complete any incomplete items and remedy defective items, after which Contractor shall submit a revised Application for Substantial Completion if applicable. [REDACTED] of receipt of the revised Application for Substantial Completion, DTE shall re-inspect all Work completed or remedied by Contractor promptly. Once DTE determines that the Work is Substantially Complete, DTE shall deliver a Certificate of Substantial Completion to Contractor confirming that the Solar Energy Facility is Substantially Complete and such certificate shall include the Punchlist, if applicable, as well as verification of all outstanding payments due, Retainage, and other SEF requirements. Contractor shall countersign the Certificate of Substantial Completion and return a copy to DTE. Upon receipt of the countersigned Certificate of Substantial Completion, DTE shall remit payment to Contractor in accordance with Article 5 and as defined in the Certificate of Substantial Completion.

10.2 Final Completion

DTE shall prepare a Punchlist which shall identify the items of remaining Work to be completed prior to Final Completion and which shall be provided to Contractor with the Certificate of Substantial Completion. When Contractor considers the Work, including the Punchlist, to be fully complete in accordance with the Scope of Work, Contractor will notify DTE that Contractor has achieved Final Completion of the Work and that the Work is ready for final inspection. [REDACTED] of receipt of the notification, DTE shall inspect the Work, including the Punchlist Work, and all final required Submittals, to verify the status of Final Completion as soon as possible after receipt of Contractor's certification that the Work is ready for inspection. If DTE determines that any Work is incomplete and/or defective, DTE shall promptly notify Contractor in writing of such incomplete and/or defective work, itemizing and describing such remaining items with reasonable particularity. Contractor will promptly complete any incomplete items or remedy defective items after which Contractor shall provide written notice to DTE that the Work is fully complete. DTE shall re-inspect all work completed or remedied by Contractor as soon as possible after Contractor's notice that the Work is fully complete. When DTE agrees that Contractor has achieved Final Completion of the Work in accordance with the Scope of Work and Contract Documents, Contractor shall submit to DTE an Application for Payment representing that the Work is complete, upon receipt of which, DTE shall deliver to Contractor written notice of Final Completion (the "Certificate of Final Completion") and release payment of all Retainage or other payments due, if any.

ARTICLE 11 **REPRESENTATIONS AND WARRANTIES**

11.1 Each Party warrants and represents to the other that:

11.1.1 It has all requisite power, authority and approvals to legally and validly execute and deliver this Contract.

11.1.2 The execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, each Party's respective governing entity, and this Contract has been duly executed for it and delivered by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

11.1.3 Its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any contract or instrument to which it is a Party or by which it or its properties may be bound or affected; and

11.1.4 It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect either Party's ability to perform hereunder.

11.2 Contractor warrants and represents to DTE that:

11.2.1 Contractor has examined and carefully reviewed this Contract;

11.2.2 Contractor has inspected the Site and become generally familiar with the general, local and site conditions that may affect the construction, installation and operation of the Solar Energy Facility and the performance of the Work;

11.2.3 Contractor has performed all reasonably necessary non-invasive due diligence to determine suitability of the Site for the Solar Energy Facility, but has not obtained any structural, soils, or civil analyses or reports. If any of these reports are completed after execution of this Contract, based on information gained in these reports a Change Order will be agreed to by the Parties;

11.2.4 Contractor has all the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Contract and Prudent Industry Practice;

11.2.5 Contractor is familiar with Applicable Law, regulations, and interconnection standards relevant to the performance of its obligations under this Contract; and

11.2.6 Contractor expects that by the anticipated Notice to Proceed to Procure Date and Notice to Proceed to Construction Date, in each case as set forth in Exhibit H, it shall have all licenses, permits and approvals required by Applicable Law to perform the Work and obligations under this Contract.

ARTICLE 12
SUBCONTRACTORS

12.1 Authority to Subcontract

Contractor may delegate its duties and performance under this Contract, and shall have the right to enter into agreements with Subcontractors to perform the Work hereunder; provided, however that such delegations do not relieve Contractor from liability or its obligations to DTE under this Contract. Subcontractors shall have the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Contract, Applicable Law and Prudent Industry Practice. Prior to the start of construction on the Site, and unless the Parties shall have previously agreed upon Contractor's selection of Subcontractors, Contractor shall submit to DTE a comprehensive list of all Subcontractors. Such list shall be kept current and revised and updated as necessary. DTE shall have the ability, in its sole discretion, to reject any Subcontractor proposed by Contractor. Contractor shall bind every Subcontractor to the terms and provisions of this Contract to the extent applicable to such party's work under this Contract, including the requirements of Exhibit A.

12.2 Prompt Payment of Subcontractors

Contractor shall promptly pay when due all amounts payable to its Subcontractors for labor and materials furnished in the performance of this Contract and shall ensure that the Solar Energy Facility and the Site remain free of any Liens arising through Contractor and/or any of its Subcontractors.

12.3 Subcontractor Liens

12.3.1 Contractor will inform all Subcontractors prior to commencement of any Work, and shall include in each Subcontractor's subcontract the following acknowledgements and agreements, that (i) the SEF is personal property separate from the real property underlying the Site, (ii) the filing of any Lien against the Site or Site Host is prohibited under the terms of this Contract, and (iii) Contractor shall be Subcontractors' sole payment recourse for labor, materials, supplies or other charges.

12.3.2 In the event that any Lien related to labor, materials, supplies or other charges is filed against the Site, Site Host or the Solar Energy Facility by any Subcontractor, then Contractor, at no cost or expense to DTE shall not later [REDACTED] after written notice from DTE: (i) pay the claimant thereof and obtain a discharge thereof from the claimant, or cause the Lien to be discharged by filing a surety bond or making a deposit of funds as required by law; and (ii) take any and all other steps which may be necessary to resolve and discharge any such Lien.

12.3.3 Contractor shall indemnify and hold harmless DTE from and against all loss, damage and claims due to any and all Liens filed by any of the Subcontractors. Contractor shall, at DTE's option and at Contractor's own cost and expense, defend DTE against any and all loss, damage and claims resulting from any Lien or suit filed by any Subcontractor, vendor or service provider.

12.4 Responsibility

Contractor shall, at all times, be responsible for the acts, errors and/or omissions of its Subcontractors and agents. Nothing in this Contract shall constitute any contractual relationship between DTE and any Subcontractor or in any way obligate DTE to pay, or to be responsible for the payment of, any sums to any Subcontractors.

ARTICLE 13
INDEMNIFICATION; LIMITATION OF LIABILITY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 14

INSURANCE

Contractor shall maintain until Final Completion, the insurance coverage requirements set forth in Exhibit J, and all such other insurance as required by Applicable Law. Additionally, Workers' Compensation, Auto Liability, Commercial General Liability and Excess/Umbrella Liability coverages per Exhibit J shall be maintained through the term of the Contractor Warranty Period.

ARTICLE 15

FORCE MAJEURE

Neither Party shall be considered to be in default and shall be excused in the performance of any material obligation under this Contract (other than the obligation to make payments) when a failure of performance shall be due to an event of Force Majeure. Such excuse from failure of performance shall be solely for the duration of the Force Majeure event and shall be conditioned on the Party claiming Force Majeure making reasonable efforts to mitigate the impact of the Force Majeure event. Neither Party shall be relieved of its obligation to perform to the extent such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give written notice of such fact to the other Party [REDACTED] after it becomes aware that such Force Majeure event will (or may) have an impact on such Party's performance under this Contract and the action that Party intends to take to mitigate the impact of the Force Majeure event.

ARTICLE 16

TERMINATION FOR DEFAULT; LIQUIDATED DAMAGES

16.1 Termination by DTE for Contractor Event of Default

16.1.1 Events of Default by Contractor. Contractor shall be in default under this Contract upon the occurrence of any of the following events (each a "Contractor Event of Default"):

- (a) With respect to a SEF, Contractor fails to achieve or cause to be achieved Substantial Completion of such SEF by the Guaranteed Substantial Completion Date; provided, that DTE may only terminate the Contract under this Section 16.1.1(a) with respect to such SEF;
- (b) Contractor fails to perform in any material respect any other material provision of this Contract such that it would not be able to deliver to DTE the SEF conforming in all material respects with the requirements of this Contract;
- (c) Contractor contravenes any Applicable Law or Applicable Permit such that the ability of Contractor or any Subcontractor to perform the Work in accordance with this Contract is materially hindered or the SEF is materially and adversely affected;
- (d) Contractor becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by Contractor;

[REDACTED]

(f) insolvency, receivership, reorganization or bankruptcy proceedings are commenced against Contractor, and such proceedings are not terminated, stayed or dismissed [REDACTED] after the commencement thereof.

16.1.2 Notice of Default; Cure; Right to Terminate. DTE shall give notice of any Contractor Event of Default to Contractor. With respect to the Contractor Events of Default described in Section 16.1.1(b) and Section 16.1.1(c), DTE may terminate this Contract if (A) any such default is not cured [REDACTED] after receipt of such notice from DTE, or (B) such default is not a payment default and can be cured but not within the aforesaid [REDACTED] period, corrective action is not commenced [REDACTED] after receipt of such notice of default and Contractor does not thereafter continuously and diligently pursue such cure and complete the cure within a reasonable period of time. With respect to all other Contractor Events of Default, DTE may terminate this Contract by mere notice of termination (which may be included in DTE's notice of the occurrence of the Contractor Event of Default, as set forth in the first sentence of this Section 16.1.2) and without any opportunity to cure.

16.1.3 Consequences of Termination by DTE. Upon termination by DTE for a Contractor Event of Default, the following provisions shall apply:

[REDACTED]

(b) DTE shall have the right to take possession of the equipment and Materials and any Work paid for pursuant to the Contract Price and Milestone Payment Schedule, provided that DTE has made the milestone payments due and owing with respect to such equipment and Materials and Work, and may complete the Work as DTE deems expedient;

(c) DTE shall be relieved of any further obligation under this Contract, including the obligation to pay any portion of the Contract Price not yet due and owing, except for those provisions that survive termination as provided in Section 19.3;

(d) Contractor shall execute and deliver all such papers and take all such steps, including the legal assignment of Contractor's contractual rights (to the extent not previously assigned to DTE), as DTE may reasonably require for the purpose of fully vesting in DTE all rights, title and interests of Contractor in and to all subcontracts, purchase orders, warranties, guarantees and other agreements;

(e) Upon receipt of notice of termination, Contractor shall, as of the effective date thereof, cease all its Work activities, and place no new orders for Materials, equipment or services and, unless otherwise promptly directed in writing by DTE, cancel, if possible, unless otherwise agreed, all orders previously placed;

- (f) Contractor shall turn over to DTE all Work performed to the effective date of termination, and execute and deliver to DTE all documents and, at DTE's option, take all other reasonable and necessary steps to vest in DTE the rights and benefits of Contractor under any existing agreements with respect to the Work;
- (g) Contractor shall assist DTE in preparing an inventory of all equipment, materials or other goods in use or in storage at the Site;
- (h) To the extent legally permissible, Contractor shall make available, by license or otherwise, all issued permits, licenses and other proprietary rights, authorizations, and approvals then held by Contractor pertaining to the SEF;
- (i) Contractor shall remove or cause to be removed from the Site all construction equipment of Contractor and its Subcontractors and rubbish caused by the activities of Contractor and its Subcontractors as DTE may request; and
- (j) Subject to Section 13.7, DTE shall be entitled to all legal and equitable remedies that are not expressly prohibited or limited by the terms of this Contract.

16.2 Termination by Contractor

16.2.1 Events of Default by DTE. DTE shall be in default under this Contract upon the occurrence of any of the following events (each a "DTE Event of Default"):

- (a) DTE fails to pay when due the amount of the Contract Price;
- (b) DTE's fails to perform in any material respect any other material provision of this Contract;
- (c) DTE becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by DTE; or
- (d) insolvency, receivership, reorganization or bankruptcy proceedings are commenced against DTE, and such proceedings are not terminated, stayed or dismissed [REDACTED] after the commencement thereof.

16.2.2 Notice of Default; Cure; Right to Terminate. Contractor shall give notice of any DTE Event of Default to DTE. With respect to the DTE Event of Default described in Section 16.2.1(b), Contractor may terminate this Contract if (A) any such default is not cured [REDACTED] in event of a DTE Event of Default under Section 16.2.1(a)) after receipt of such notice from Contractor, or (B) such default is not a payment default and can be cured but not within the aforesaid [REDACTED] period, corrective action is not commenced within [REDACTED] after receipt of such notice of default and DTE does not thereafter continuously and diligently pursue such cure and complete the cure within a reasonable period of time. With respect to all other DTE Events of Default, Contractor may terminate this Contract by mere notice of termination (which may be

included in Contractor's notice of the occurrence of the DTE Event of Default, as set forth in the first sentence of this Section 16.2.2) and without any opportunity to cure.

16.2.3 Consequences of Termination by Contractor. If Contractor terminates this Contract due to any DTE Events of Default described in Section 16.2.1, then the following shall apply:

[REDACTED]

(b) DTE shall be entitled to take possession of the equipment and all Work for which DTE has paid pursuant to the Contract Price and Milestone Payment Schedule;

(b) Contractor shall remove its personnel from the Site;

(c) DTE shall pay to Contractor: (i) any milestone payments incurred prior to the DTE Event of Default, (ii) for any Work that was performed prior to such DTE Event of Default that is not reflected in a milestone payment incurred, and (iii) the Termination Payment; and

(d) Contractor shall be entitled to all legal and equitable remedies that are not expressly prohibited or limited by the terms of this Contract and shall also be entitled to enforce all obligations of DTE that survive termination, as provided in Section 19.3.

[REDACTED]

[REDACTED]

ARTICLE 17 **DISPUTE RESOLUTION**

17.1 Disputes

An authorized representative of a Party may submit a claim, dispute or other controversy arising out of, or relating to, this Contract which such authorized representative of the applicable Party does not believe can be otherwise resolved by the Parties' respective authorized representatives (hereinafter collectively referred to as a "Dispute") to a Senior Officer from each Party for resolution by mutual agreement between the Senior Officers. Any written and signed agreed determination by the Senior Officers shall be final and binding upon the Parties. However, if the Senior Officers do not arrive at a mutual decision as to the Dispute within [REDACTED] (or such longer time as the Parties agree) after notice to each Party of the Dispute, either Party may pursue any other available remedy at law or in equity. For purposes of this Contract, the term "Senior Officer" means the chief executive officer, president or any vice president of a Party.

17.2 Jurisdiction and Venue

Each of the Parties hereby agrees that any legal proceedings which may arise out of or relate to this Contract or under any of the other documents entered into in connection therewith shall be brought in the United States District Court for the Eastern District of Michigan (and if such court does not have jurisdiction over a matter at controversy between the Parties, the state court located in a county where any SEF Site is located). Accordingly, each of the Parties hereby submits to the jurisdiction of the United States District Court for the Eastern District of Michigan (and if such court does not have jurisdiction over a matter in controversy between the Parties, the state court located in a county where any SEF Site is located) for purposes of all legal proceedings that may arise out of or relating to this Contract or under any of the other documents entered into in connection therewith. Each of the Parties (a) irrevocably waives, to the fullest extent permitted by applicable Law, any objection which it may have or hereafter have to the personal jurisdiction of such court or the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum, (b) agrees, to the fullest extent permitted by Federal law, not to raise any objection (other than in respect of subject matter jurisdiction) to the removal or transfer to the United States District Court for the Eastern District of Michigan of any such proceeding that is initially brought in any other court, and (c) agrees that it will not file any motion or assert any defense in any such proceeding that is inconsistent with the foregoing waivers and consent. Each of the Parties to this Contract hereby consents to process being served in any such proceeding by the mailing of a copy thereof by certified mail, postage prepaid, to its address specified in Section 20.9 (as such address may be changed as provided therein). EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY OTHER DOCUMENTS ENTERED INTO IN CONNECTION HEREWITH.

17.3 Continuation of Work

Pending final resolution of any dispute, and unless this Contract has been terminated pursuant to Section 16.1.2 or 16.2.2, DTE and Contractor shall continue to fulfill their respective obligations hereunder and DTE shall continue to pay Contractor in accordance with the terms of this Contract, except to the extent expressly provided in this Contract.

ARTICLE 18

SECURITY INTEREST; TITLE; RISK OF LOSS

18.1 Security Interest

A security interest in all Work, including Materials, constituting a Project Milestone shall pass to DTE upon the time of such milestone payment therefor by DTE. All such Work and Materials shall be free and clear of any Liens in favor of Contractor or any other Person or entity (except DTE). Such security interest shall not be deemed to constitute DTE's acceptance of non-conforming Work, including Materials. The security interest hereunder shall in no way affect the risk of loss provisions hereof or Contractor's responsibility for, and its obligation to take proper steps and precautions to protect all Materials and other portions of the Work until delivery and title transfer of the turnkey SEF to DTE in accordance with Section 18.2.

18.2 Title

Title to the SEF shall transfer from Contractor to DTE upon receipt of payment by Contractor for the Substantial Completion Project Milestone per the requirements of the Certificate of Substantial Completion.

18.3 Risk of Loss

Contractor shall deliver the turnkey SEF on, and retain care, custody and control and risk of loss of any Materials, equipment, supplies and components used in the Work until the Substantial Completion Date. Prior to such date, the Contractor shall bear the risk of loss for any Work and Materials delivered and be responsible for and obligated to replace, repair or reconstruct, all at its expense and as promptly as possible, any portion or all of the Work that is lost, damaged or destroyed (including any damage or loss that has occurred as the result of Force Majeure) prior to the Substantial Completion Date, except to the extent of intentional misconduct or negligence on the part of DTE, its employees, agents, contractors or other representatives or Persons over which it possesses the right of control. DTE shall bear the risk of loss and full responsibility from and after the Substantial Completion Date, except to the extent of intentional misconduct or negligence on the part of Contractor, its employees, representatives, agents or Subcontractors.

ARTICLE 19

TERM AND TERMINATION

19.1 Effective Date; Contract Term.

Except for Section 3.5.7 and Section 4.5 which shall be effective on the Contract Date, this Contract shall become effective upon DTE's receipt of the MPSC Approval (the "Effective Date"). The contract term shall commence on the Effective Date and end on the last day of the Contractor Warranty Period (the "Contract Term"), unless terminated earlier in accordance with the terms hereof.

19.2 Termination

DTE shall have the rights to terminate this Contract set forth in Section 4.5 and Article 16. Contractor shall have the right to terminate this Contract as set forth in Article 16.

19.3 Effect of Termination

Termination of this Contract after the Effective Date shall not relieve either Contractor or DTE of any obligation which expressly or by implication survives termination hereof, including Sections 3.2.5, 3.7, 7.4, 16.1.3, 16.2.3, 16.3, 17.2, 19.5.2, 20.7, 20.8, 20.9, 20.12, 20.13, 20.16 and Articles 6, 8, 13 and 18 and the Exhibits hereto that are referenced in such Sections which shall survive termination of this Contract.

19.4 Suspension of Work

DTE shall have the right to suspend the Work for any period of time [REDACTED] provided, however, that unless the suspension is due to a Contractor Event of Default (in which event the suspension shall only be until such time as such Contractor Event of Default has been cured to DTE's reasonable satisfaction), Contractor shall be entitled to a day-for-day extension of time as a result of such suspension together with such additional costs it incurs in order to comply with or as a result of DTE's suspension. In the event of a suspension of Work initiated by DTE (not arising from a Contractor Event of Default) that results in loss in part or in whole of Environmental and Financial Incentives due, Contractor will not be liable for such loss.

19.5 Termination Due to Extended Force Majeure

19.5.1 Termination for Extended Force Majeure. If either Party is rendered unable to perform its obligations hereunder, in whole or in substantial part, after the Effective Date because of an event of Force Majeure lasting for a period of [REDACTED] or more, either Party shall have the option of terminating this Contract, exercisable by giving [REDACTED]' notice to the other Party, at any time after such event of Force Majeure has continued for a period of [REDACTED] and prior to the performance or resumption of performance by the Party claiming Force Majeure. In the case of a termination based on an event of Force Majeure, the provisions of Section 19.5.2 shall apply.

19.5.2 Consequences of Termination Due to Extended Force Majeure. If this Contract is terminated pursuant to Section 19.5.1, then to the extent they have not previously been performed prior to such termination, the obligations stated in clauses (a) through (i) of Section 16.1.3 shall apply, except that DTE shall, to the extent it has not previously done so, pay Contractor for any milestone payments that were incurred performed prior to the effective date of termination.

ARTICLE 20 **MISCELLANEOUS**

20.1 Assignment

Neither Party shall assign this Contract or any of its rights hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, DTE may, without the need for

consent from Contractor: (i) transfer, pledge or assign this Contract as security for any financing and/or to an affiliated special purpose entity created for financing or tax credit purposes related to the Solar Energy Facility and the Support Structure; (ii) transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of DTE, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof; or (iii) assign its rights under this Contract to an affiliate or to a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. Any assignment made in contravention of this clause shall be void and unenforceable.

20.2 Contract Construction

Preparation of this Contract has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Any rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Contract, or any amendments or exhibits hereto.

20.3 Binding Effect

Except as otherwise provided herein, the terms and provisions of this Contract shall apply to, be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

20.4 Independent Contractor

The Parties agree that Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with DTE other than that of owner or independent contractor, nor shall it be construed as creating any relationship whatsoever between DTE and any Subcontractors nor between DTE and Contractor employees or agents. Neither Contractor nor any Subcontractors nor any of their respective employees shall be deemed to be employees of DTE.

20.5 No Waiver

The failure of Contractor or DTE to insist upon the strict performance of the terms and conditions of this Contract shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract.

20.6 Severability

In the event that any clause or provision of this Contract or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract shall continue in full force and effect without said provisions, provided that no such severability shall be effective if it materially changes the benefits or obligations of either Party hereunder.

20.7 Entire Agreement

This Contract, when executed, together with all Exhibits, shall constitute the entire agreement between the Parties; and this Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties.

20.8 Governing Law; Jurisdiction

THIS CONTRACT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

20.9 Notice

Any notice required or permitted hereunder shall be deemed received (i) on the day on which such notice is delivered personally, (ii) on the third business day after deposit in the U.S. Mail; provided such notice is sent by certified mail with a return receipt request and postage prepaid or (iii) the following business day if deposited with a recognized overnight carrier, to the address shown below or to such other persons or addresses as are specified by similar notice. Notices of a claim shall be deemed received, on the date such notice is sent, if such notice is sent via electronic mail to the Contractor at the email address below.

If to DTE:

DTE Electric Company
One Energy Plaza, 688 WCB
Detroit, MI 48226
Attention: Project Manager
Fax: 313-235-8500

with a copy to:

DTE Electric Company
One Energy Plaza, 688 WCB
Detroit, MI 48226
Attention: General Counsel
Fax: 313-235-8500

If to Contractor:

Inovateus Solar MI, LLC
19890 State Line Rd.
South Bend, IN, 46637



With a copy to:

Barnes & Thornburg LLP
700 1st Source Bank Center
100 North Michigan Avenue

South Bend, IN 46601



20.10 Headings

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

20.11 Conflicts of Interest

Except as otherwise expressly provided herein, no Party nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, no Party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any Affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such affiliate. A Party shall promptly notify the other Parties of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. Any representative of any Party, authorized by that Party, may audit the records of the other Parties related to this Contract, including the expense records of the Party's employees involved in this Contract, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this Section.

20.12 Confidentiality.

20.12.1 Except as set forth in this Section 20.12, DTE and Contractor shall hold in confidence all information supplied by either Party to the other Party under the terms of this Contract that is marked or otherwise indicated or reasonably understood by its nature to be confidential ("Confidential Information"). Each Party shall inform its affiliates, Subcontractors, suppliers, vendors and employees of its obligations under this Section 20.12 and require such persons to adhere to the provisions hereof. Notwithstanding the foregoing, DTE and Contractor may disclose the following categories of information or any combination thereof: (a) information which was in the public domain or publicly available prior to receipt thereof by such Party or which subsequently becomes part of the public domain or publicly available by publication or otherwise except by a wrongful act of such Party; (b) information that such Party can show was lawfully in its possession prior to receipt thereof from the other Party through no breach of any confidentiality obligation; (c) information received by such Party from a third party having no obligation of confidentiality with respect thereto; or (d) information at any time developed independently by such Party providing it is not developed from otherwise Confidential Information. The Parties each acknowledge and agree that the terms of this Contract shall constitute Confidential Information of the other Party. Neither Party shall release, distribute or

disseminate any Confidential Information for publication concerning this Contract or the participation of the other Party in the transactions contemplated hereby without the prior written consent of the other Party.

20.12.2 Either Party may disclose Confidential Information pursuant to and in conformity with a judicial order or in connection with any legal proceedings under Article 17 and information required to be disclosed under securities laws or stock exchange regulations applicable to publicly traded companies and their subsidiaries; provided, however, that, except in the case of legal proceedings between the Parties, the Party seeking disclosure informs the other Party of the need for such disclosure and, if reasonably requested by the other Party, seeks, at the other Party's expense, through a protective order or other appropriate mechanism, to maintain the confidentiality of Confidential Information.

20.12.3 DTE may disclose Confidential Information to the MPSC to the extent necessary.

20.12.4 The confidentiality provisions set forth in this Section 20.12 shall be effective for a period of [REDACTED] after Final Completion or the earlier termination of this Contract.

20.13 Public Announcements

Neither Party shall issue any public announcement or other statement with respect to this Contract or the transactions contemplated hereby, without the prior consent of the other Party, unless required by Applicable Laws or order of a court of competent jurisdiction.

20.14 Cooperation

Upon the receipt of a request from the other Party, each Party shall execute such reasonable additional documents, instruments, estoppels, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 20.14. Without limiting the generality of the foregoing, Contractor will provide DTE promptly upon DTE's written request all documents reasonably necessary for DTE to file and/or complete any application for Environmental and Financial Incentives and qualification of the SEF as "Qualified Facility" under pertinent rules and regulations of the FERC or any other Governmental Authority.

20.15 Federal Government Contracting Requirements

20.15.1 DTE, as a federal contractor, requires that Contractor agree to be bound by and comply with the following clauses which are incorporated by reference herein and have the same force and effect as if set forth in full text.

(a) The following Federal Acquisition Regulation ("FAR") and Code of Federal Regulations ("CFR") clauses, as amended, are incorporated by reference in these terms and conditions only to the extent that Contractor is performing a subcontract (order) under a DTE federal prime contract, unless Contractor is exempt thereunder: Equal Opportunity, FAR 52.222-26 (applies to all orders); Prohibition on Segregated Facilities, FAR 52.222-21 (applies to all orders); Anti-Kickback Procedures, FAR 52.203-7 (applies to all orders over \$100,000); Notice

of Employee Rights Concerning Payment of Union Dues or Fees, 29 CFR Part 470 (applies to all orders over \$100,000);; Employment Reports on Disabled Veterans and Veterans of the Vietnam Era-FAR 52.222-37 (applies to orders of \$25,000 or more); and Contractor Code of Business Ethics and Conduct-FAR 52.203-13 (applies to orders of \$5,000,000 or more and a performance period of 120 days). To the extent that Contractor is performing a subcontract under a DTE federal prime contract and not otherwise exempt, Contractor shall abide by the requirements of 41 CFR 60-300.5(a) (applies to orders of \$100,000 or more) and 60-741.5(a) (applies to orders of \$10,000 or more). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. The terms "Contractor," "Government" and "Contracting Officer" as used in the FAR clauses shall be deemed to refer to "Contractor," "DTE" and "DTE Representative", respectively, except for FAR 52.203-13 (disclosures under this clause where applicable shall be made directly to the Government entities identified in the clause).

(b) Except to the extent that this Contract is exempt from any of these requirements, Contractor, in performing a subcontract under a DTE federal prime contract, agrees to be bound by and comply with the clauses set forth at 48 CFR 52.219-8 (Utilization of Small Business Concerns) (only if this Contract exceeds \$100,000) and 48 CFR 52.219-9 (Small Business Subcontracting Plan) (only if this Contract exceeds \$500,000 and if DTE requests submission of a Small Business Subcontracting Plan).

20.15.2 Contractor does hereby represent, warrant and covenant that:

(a) Contractor shall not cause DTE or its affiliates to be in violation of the Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended (the "FCPA") or any other applicable law.

(b) With respect to its performance under the Contract, Contractor and its owners, directors, officers, employees, and agents will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value to any individual, entity, or government for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, DTE or its affiliates.

(c) Contractor shall ensure that no part of any payment, compensation, reimbursement or fee paid by DTE to Contractor will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit.

(d) Contractor shall provide to DTE and/or its representatives and advisors all supporting documents requested by DTE pertaining to any expenses incurred, products provided, and/or services performed by Contractor and its agents pursuant to the Contract to ensure compliance with the FCPA. Contractor understands and acknowledges that, notwithstanding any other provision contained in the Contract, none of DTE or any of its affiliates shall be obligated to reimburse any expense incurred or pay for any Work that in DTE's reasonable opinion (i) Contractor has failed to provide adequate documentation or information to confirm that an

expense or charge did not violate the FCPA, or (ii) an expense reimbursement or product/service payment would cause DTE or any of its affiliates to be in violation of the FCPA.

20.16 DTE's Right to Audit

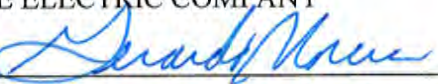
For purposes of disputes and for verification of incurred or estimated costs, including all related direct costs, claimed by Contractor for any Work performed on a time and material basis, any suspended, terminated, delayed or accelerated Work, or for any claim whatsoever for additional costs, to verify the Certified Michigan Labor, or to verify that taxes for which Contractor is responsible under this Contract have not been included in any Contractor invoice and paid by DTE, DTE or its authorized representative shall have the right and free access at any reasonable time, on reasonable prior notice to Contractor during normal business hours to examine, audit and copy all of Contractor's records and books related to all those costs and taxes as reasonably necessary to verify those costs and taxes, and Certified Michigan Labor. Contractor shall not destroy or dispose of any of such documents or records, or permit any Subcontractor to destroy or dispose of any such documents or records, for a period of [REDACTED] after Final Completion. Pending conclusion of those investigations, DTE shall not be obligated to pay Contractor any amounts that are in question and under investigation, until such investigation is resolved. At the conclusion of such investigation, Contractor shall promptly refund any amount for which it was paid and not entitled to under this Contract.

[Signatures set forth on the following page]

IN WITNESS WHEREOF, Contractor and DTE have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

DTE ELECTRIC COMPANY

By:


Title: PRESIDENT AND CDD

INOVATEUS SOLAR MI LLC

By: _____

Title: _____



11-10-15

IN WITNESS WHEREOF, Contractor and DTE have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

DTE ELECTRIC COMPANY

By: _____

Title: _____

INOVATEUS SOLAR MI LLC

By: TJ Kanczuzewski

Title: President

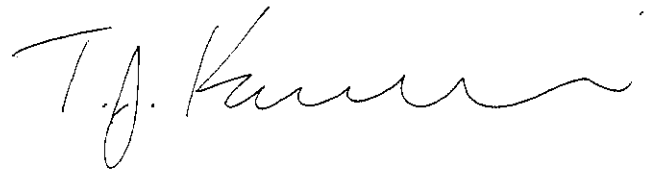
A handwritten signature in black ink, appearing to read "T.J. Kanczuzewski". The signature is fluid and cursive, with the first name "T.J." written in a larger, more distinct script than the last name "Kanczuzewski".

EXHIBIT A
SITE ACCESS AND PERSONNEL REQUIREMENTS

1. Contractor will provide DTE access to the Site in accordance with this Contract.
2. All personnel entering the Site shall be subject to the rules, regulations and security requirements of DTE, including all provisions in the DTE Energy Safety Handbook for Contractors and Contractor Employees or agents (item #963-4936).
3. Whenever required by Applicable Law or Prudent Industry Practices, Contractor agrees to employ licensed personnel to perform engineering, design, architectural or other professional services in the performance of the Work.
4. Contractor agrees to employ its workforce in accordance with Applicable Law and to satisfy the requirements of Section 3.10.
5. DTE shall have the right, in its sole discretion, to request that Subcontractor remove any individual employee from the project and the Site.

EXHIBIT B
SCOPE OF WORK

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. **Turnkey Services**

2.1. General

2.1.1. If applicable, the Contractor will account for any prevailing and or union wage requirements.

2.2 Design/Engineering

2.2.1. Contractor will provide engineering documentation in accordance with Exhibit E.

2.2.2. Contractor will design the system in accordance with Exhibit F.

2.3. Permitting

2.3.1. Contractor is responsible for securing all applicable permits or other approvals required by any Governmental Authorities, paying permit fees and obtaining final governmental and other permitting agency sign-offs. This includes, but is not limited to, municipal building, planning, or

architectural or design review, landlord or other CC&R approvals, nighttime operations, or any other specialty permits.

2.3.2. Contractor will fulfill any and all governmental and or fire department requirements for project permitting and project approval, including but not limited to ground-mount aisle way requirements for fire equipment.

[REDACTED]

[REDACTED]

2.5. Construction Management

2.5.1. Contractor will have a designated Project Manager.

2.5.2. Contractor will have a designated safety activity coordinator.

2.5.3. Contractor will have a general superintendent on site at all times when Work is being performed by its employees or its Subcontractors

2.6. Construction

2.6.1. Contractor will prepare the Site in accordance with Engineer(s) of Record's guidelines.

2.6.2. Contractor will construct the SEF in accordance with the Engineer(s) of Record's guidelines.

2.6.3. Contractor will adhere to air quality standards of Governmental Authorities during construction.

2.6.4. Contractor will assemble, construct and install with its own labor resources and/or Subcontractors all components, parts, products, equipment, security components and materials to complete the construction of the SEF according to the design documents.

2.6.5. Contractor shall perform the Work, in accordance with the Contract and Prudent Industry Practices, all Applicable Laws, Governmental Approvals and permitting requirements, and quality control and inspections so that the Solar Energy Facility (i) meets or exceeds all requirements of Applicable Laws, Governmental Approvals and licenses and the SEF is installed in accordance with manufacturer's specifications or by methods otherwise approved by the

manufacturer(s); (ii) complies with all requirements of the interconnection agreement; (iii) meets or exceeds the warranties and guarantees set forth in Section 6; (iv) is safe and adequate for its intended purpose and conditions; (v) is free from defects; (vi) is comprised of equipment which is new and of good quality when installed, designed and manufactured and of a grade in accordance with generally accepted national standards for the design, manufacture and quality of such equipment; and (viii) meets or exceeds all requirements for any applicable federal, state or other rebates and incentives.

2.6.6. Contractor is responsible for providing construction power as needed.

2.6.7. Contractor is responsible for providing drinking water and sanitation facilities for all workers on the Site.

2.7. Completion

2.7.1. Contractor will clean modules as needed prior to DTE issuing the Certificate of Final Completion.

2.7.2. Contractor will commission the system in accordance with Exhibit M.

2.7.3. Contractor will provide an Operations and Maintenance Manual with maintenance protocols based on manufacturers' recommendations and requirements to ensure Manufacturers' Warranties remain intact.

2.7.4. Contractor will train DTE in the system operation and emergency procedures as well as standard inverter shut down and restart procedures, each of which shall be documented in writing with copies for DTE.

EXHIBIT C

WORK REQUIREMENTS

1. Delivery, Storage, Access, and Handling

1.1. Equipment will be stored and handled in accordance with the manufacturer's requirements.

1.2. Modules, inverters and electrical equipment will be housed in containers in a secure area until such time as they are installed.

1.3. Balance of System hardware received will be identified and recorded, a weekly report will be submitted to DTE that includes make, model and serial numbers of the hardware received.

1.4. Modules received will be recorded by serial number and those serial numbers and the flash test data will be promptly forwarded to DTE.

1.5. Contractor shall be responsible to fully inspect shipments for damage and report damage to both the manufacturer and DTE. Further, Contractor is required to file claim upon shipper if any is needed, with a copy provided to DTE.

1.6. Any equipment, such as inverters, that is required to be factory tested by ANSI, NEMA and or UL standards will be accompanied on delivery by the results of those factory tests, and further those results will be submitted with the final submittals before Final Completion.

2. Safety and Execution

2.1. Safety

2.1.1. Contractor is expected to follow, at a minimum, State License Board requirements, Uniform Building Code, NFPA 70, MIOSHA, and Michigan Electric Code requirements.

2.1.2. Contractor will develop a site specific MIOSHA compliant safety plan and submit it to DTE for review and acceptance prior to the start of construction.

2.1.3. Contractor will have an on-site pre-job safety briefing for all employees and Subcontractor employees at the start of each shift. An attendance log file shall be maintained on-site as a proof of briefing attendance.

2.1.4. Contractor will have weekly safety meetings with all onsite construction personnel- both its own and sub-contractors personnel. Contractor shall record attendance and subject of meeting.

2.1.5. No individual will operate a piece of equipment on which they have not had certification training. Certification will be carried on the operator at all time.

2.2. Execution

- 2.2.1. Contractor will update master schedule at least weekly in the DTE system and provide updates to the project schedule at least weekly in format required by DTE.
- 2.2.2. Contractor will verify all clearances in the field prior to construction.
- 2.2.3. When modules are palletized or labeled according to I_{mp} classification, to minimize module mismatch losses, they will be grouped according to their classification.
- 2.2.4. Contractor shall verify UL labeling of equipment prior to installation. Any equipment that has been installed and thereafter is determined to not be UL approved should meet alternative NRTL requirements such as CSA or ETL. In all cases, Applicable Law shall be followed.
- 2.2.5. Redlines will be maintained daily on-site and available for DTE review. Final Redlines will be completed prior to Substantial Completion.
- 2.2.6. Contractor shall maintain a clean, neat and orderly job site.
- 2.2.7. Conduit traversing the exterior of a facility will meet DTE and the Site Host's aesthetic requirements as reasonably as possible.
- 2.2.9. All enclosures will have touch up paint applied to all scratches and other wear and tear that may have occurred during construction.
- 2.2.10. Damage to the SEF will be reported to DTE within 24 hours with photographs.
- 2.2.11. Contractor is responsible for any damage to the SEF except for any damage caused by DTE's employees, agents, contractors or other third parties over which DTE exercises control.
- 2.2.12. Cut edges of galvanized strut or conduit will be cold galvanized.
- 2.2.13. Contractor will be responsible for coordinating and hosting site inspections.
- 2.2.14. Factory trained technical representatives will be used for the commissioning and or startup of the inverter(s).
- 2.2.15 Bolts will be torqued per Engineer of Record's guidelines. Torqued bolts will be marked.

3. Use of Site

Contractor agrees not to do or permit to be done in or about the Site, nor to bring or keep or permit to be brought or kept in or about the Site, anything which is prohibited by or will in any way conflict with any legal requirements or which is prohibited by the standard form of fire insurance policy, or which will in any way increase the existing rate of (or otherwise affect) fire or any other insurance on the Site or any of its contents. Contractor agrees not to commit or suffer to be committed any waste in or upon the Site.

EXHIBIT D
LIST OF APPLICABLE PERMITS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Michigan Department of Environmental Quality – Wetlands and Floodplains Joint Permit (if necessary)

Federal Aviation Administration – Obstruction Evaluation/Airport Airspace Analysis (if necessary)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Michigan Department of Environmental Quality – Wetlands and Floodplains Joint Permit (if necessary)

Federal Aviation Administration – Obstruction Evaluation/Airport Airspace Analysis (if necessary)

[REDACTED]

[REDACTED]

EXHIBIT D-1 **SUBMITTALS**

1. Submittals required prior to release of a Notice to Proceed to Permit Application Submittal

1.1. Permit drawings that comply with Exhibit E.

1.2. If this is a ground-mount system, a study and recommendations, stamped and signed, from a licensed structural, civil and geotechnical engineer.

1.3. If this is a stand-alone elevated system, a study and recommendations, stamped and signed from a licensed structural, civil and geotechnical engineer.

1.4. If this is a roof top system, a structural review, not a condition survey, including calculations and engineering approval stamp and signed from a licensed structural engineer. This includes mechanical base anchorage details for mechanical equipment bearing engineer's seal and signature.

2. Submittals required prior to release of a Notice to Proceed to Procure

2.1. 30% engineering design

2.2. Medium voltage transformer specifications for interconnection to DTE Electric sub transmission/distribution system

2.3. Project Schedule in accordance with Exhibit G.

2.4. Project Quality Plan in accordance with Exhibits E and M.

3. Submittals required prior to release of a Notice to Proceed to Construction

3.1. Working plan of the Site including material storage, proposed lay down area, site access, etc.

3.2. All permits issued by appropriate Governmental Authorities

3.3. Site safety plan in accordance with Exhibit C.

3.4. Copies of all required insurance certificates in accordance with Exhibit J.

3.5. Comprehensive list of all Subcontractors in accordance with Section 12.1.

3.6. Module flash test results with serial numbers (Excel format)

3.7. Detailed project schedule showing all construction activity in accordance with Exhibit G

3.8. SEF start-up and testing process and procedures to be used during commissioning of the SEF

4. Submittals required prior to Substantial Completion

- 4.1. All building permit with approval and sign-off by appropriate Governmental Authority
- 4.2. Utility sign-off and written permission to interconnect
- 4.3. Executed interconnection agreement(s)
- 4.4. Module flash test results with serial numbers (Excel format)
- 4.5. Contractor commissioning report per Exhibit M
- 4.6. List of make, model and serial numbers for all major equipment.
- 4.7. Written emergency procedures
- 4.8. Written inverter shut-down and startup procedures.
- 4.9. Punchlist agreed and signed by DTE showing all outstanding items to be completed prior to final completion

5. Submittals required for Final Completion

- 5.1. As built drawing set in accordance with Exhibit E.
- 5.2 Proof from Contractor that Punchlist items called out in the Certificate of Substantial Completion have been corrected or completed.
- 5.3. Operations and Maintenance Manual
- 5.4 Fuse list detailing make and model number of each fuse used on the site, and listing each piece of equipment where the fuse is used. Contractor will provide spare fuses at the site and will call out the location of the spares in this document
- 5.5. Completed warranty registrations or other documents required to validate the manufacturer's warranty on inverters, modules and all other equipment that requires warranty registration or carries a manufacturer's warranty.
- 5.6. A copy of mill certifications from the supplier of any structural steel
- 5.7. Any factory test results required by manufacturer per Exhibit C.
- 5.8. All fastener bits provided by DTE for theft-resistant fasteners.
- 5.9. Within [REDACTED] of receipt of payment for Final Completion milestone, Contractor shall provide DTE with an unconditional lien waiver and release.
- 5.10 Contractor's [REDACTED] certificate and any Subcontractor warranty as required in Article 6.

EXHIBIT E
DESIGN AND DRAWINGS REQUIREMENTS

1. Design Requirements

1.1. General-The design and engineering package will be submitted by Contractor to DTE with the following:

1.1.1. Version of building code applied

1.1.2. Array dimensions and module spacing dimensions detailed

1.1.3. Anchor or foundation detail

1.1.4. Design requirements of Governmental Authorities

1.1.5. Inverter shade structure and design

1.2. Circuit voltage and current requirements

1.2.1. Maximum system voltage with site specific temperature assumptions

1.2.2. Maximum system current

1.2.3. Inverter current

1.3. Conductors and wiring methods

1.3.1. Combiner box locations and conduit routing

1.3.2. Source circuit wire ratings

1.3.3. PV source circuits specified in conduit

1.3.4. Wiring connectors rating

1.3.5. Junction boxes

1.3.6. Strain relief called out

1.3.7. Splices, connectors called out and rated for application

1.3.8. Conductor color code called out

1.3.9. Conductor capacity

1.3.10. Thermal expansion joint(s) specified for conduit runs over 100'

- 1.3.11. Rain tight fittings called out
- 1.3.12. Conduit supports called out.
- 1.4. Over-current protection device (OCPD)
 - 1.4.1. OCPD ratings
 - 1.4.2. OCPD listed for DC application
- 1.5. Disconnects
 - 1.5.1. Fused and unfused AC Disconnect with visible break
 - 1.5.2. Maintenance DC disconnects
- 1.6. Grounding
 - 1.6.1. Grounding electrode system
 - 1.6.2. Equipment grounding conductor size
 - 1.6.3 System grounding electrode conductor size
 - 1.6.4 Lightning protection system if applicable
- 1.7. Marking and Labels
 - 1.7.1. Drawings will include markings and labels per Exhibits S and T.
- 1.8. Energy Delivery Point
 - 1.8.1. Facility ground fault circuit interrupter (GFCI) rating
 - 1.8.2. AIC (ampere interrupting capacity) of service panel(s)
 - 1.8.3. Continuous current rating of service entrance
- 1.9. Monitoring system
 - 1.9.1. Weather station to include irradiance sensors, temperature sensors and wind speed.
 - 1.9.2. Current transformer (CT) location(s) called out
 - 1.9.3. Monitoring system power supply independent of DC system including 110V convenience outlet at each service rack
 - 1.9.4. Monitoring system located on service rack unless a variance is agreed to in advance by DTE

1.9.5. Monitoring system single line

1.9.6. Revenue meter location called out

2. Permit Set Drawing Requirements

2.1. Cover page with the following information

2.1.1. Contractor's name, contact information and license number

2.1.2. Array size per revenue meter

2.1.2.1. DC size

2.1.2.2. AC size

2.1.3. Number of modules per string

2.1.4. Number of strings

2.1.5. Module information

2.1.5.1. Manufacturer

2.1.5.2. Model Number

2.1.5.3. STC rating

2.1.5.4. PTC rating

2.1.6. Inverter information

2.1.6.1. Manufacturer

2.1.6.2. Model Number

2.1.6.3. AC size

2.2. Page with site plan

2.3. Page with the array layout, number and type of PV Panels and inverters

2.4. Page(s) with single-lines for SEF electrical, SEF security system, and SEF data acquisition system (DAS) following the specifications detailed in Exhibit F

2.5. Page with anchor or foundation detail.

2.6. Page with proposed Marking and Labels as per Exhibits S and T

2.7. Page with voltage drop calculations in accordance with Exhibit F

2.8. Page with hardware data sheets for inverters, modules, DAS equipment, security system components, meters, transformers and module mounting equipment as applicable.

2.9. Page with DC source circuit string map

2.10. Page with inverter shade structure design (if applicable)

2.11. Redline Drawing Requirement

2.11.1. Daily Redlines reflecting any changes from permitted design set (*See Exhibit S* for file naming conventions)

2.12. As-Built Drawing Requirements

2.12.1. Changes will be clouded and detailed from the DTE approved permitted drawing set (using GREEN for additions and RED for removals).

2.12.2. The as-built drawing set will include a string map showing the location of each string and combiner box within the array.

2.12.3 .Each combiner will be identified in the following manner: CB-x (Combiner Box x)

2.12.4. Each string will be identified in the following manner CB-x-Sy (Combiner Box x, String y)

2.12.5. As-built bill of materials

2.13. Refer to Master Technical Specification Document for conduit numbering convention

The design sequence of the project will be as follows:

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the 1990s, the number of people in the United States who are 65 years of age or older has increased by 50 percent, and the number of people 75 years of age or older has increased by 100 percent. The number of people 85 years of age or older has increased by 200 percent. The number of people 90 years of age or older has increased by 400 percent. The number of people 95 years of age or older has increased by 800 percent. The number of people 100 years of age or older has increased by 1,600 percent. The number of people 105 years of age or older has increased by 3,200 percent. The number of people 110 years of age or older has increased by 6,400 percent. The number of people 115 years of age or older has increased by 12,800 percent. The number of people 120 years of age or older has increased by 25,600 percent. The number of people 125 years of age or older has increased by 51,200 percent. The number of people 130 years of age or older has increased by 102,400 percent. The number of people 135 years of age or older has increased by 204,800 percent. The number of people 140 years of age or older has increased by 409,600 percent. The number of people 145 years of age or older has increased by 819,200 percent. The number of people 150 years of age or older has increased by 1,638,400 percent. The number of people 155 years of age or older has increased by 3,276,800 percent. The number of people 160 years of age or older has increased by 6,553,600 percent. The number of people 165 years of age or older has increased by 13,107,200 percent. The number of people 170 years of age or older has increased by 26,214,400 percent. The number of people 175 years of age or older has increased by 52,428,800 percent. The number of people 180 years of age or older has increased by 104,857,600 percent. The number of people 185 years of age or older has increased by 209,715,200 percent. The number of people 190 years of age or older has increased by 419,430,400 percent. The number of people 195 years of age or older has increased by 838,860,800 percent. The number of people 200 years of age or older has increased by 1,677,721,600 percent. The number of people 205 years of age or older has increased by 3,355,443,200 percent. The number of people 210 years of age or older has increased by 6,710,886,400 percent. The number of people 215 years of age or older has increased by 13,421,772,800 percent. The number of people 220 years of age or older has increased by 26,843,545,600 percent. The number of people 225 years of age or older has increased by 53,687,091,200 percent. The number of people 230 years of age or older has increased by 107,374,182,400 percent. The number of people 235 years of age or older has increased by 214,748,364,800 percent. The number of people 240 years of age or older has increased by 429,496,729,600 percent. The number of people 245 years of age or older has increased by 858,993,459,200 percent. The number of people 250 years of age or older has increased by 1,717,986,918,400 percent. The number of people 255 years of age or older has increased by 3,435,973,836,800 percent. The number of people 260 years of age or older has increased by 6,871,947,673,600 percent. The number of people 265 years of age or older has increased by 13,743,895,347,200 percent. The number of people 270 years of age or older has increased by 27,487,790,694,400 percent. The number of people 275 years of age or older has increased by 54,975,581,388,800 percent. The number of people 280 years of age or older has increased by 109,951,162,777,600 percent. The number of people 285 years of age or older has increased by 219,902,325,555,200 percent. The number of people 290 years of age or older has increased by 439,804,651,110,400 percent. The number of people 295 years of age or older has increased by 879,609,302,220,800 percent. The number of people 300 years of age or older has increased by 1,759,218,604,441,600 percent. The number of people 305 years of age or older has increased by 3,518,437,208,883,200 percent. The number of people 310 years of age or older has increased by 7,036,874,417,766,400 percent. The number of people 315 years of age or older has increased by 14,073,748,835,532,800 percent. The number of people 320 years of age or older has increased by 28,147,497,671,065,600 percent. The number of people 325 years of age or older has increased by 56,294,995,342,131,200 percent. The number of people 330 years of age or older has increased by 112,589,990,684,262,400 percent. The number of people 335 years of age or older has increased by 225,179,981,368,524,800 percent. The number of people 340 years of age or older has increased by 450,359,962,737,049,600 percent. The number of people 345 years of age or older has increased by 900,719,925,474,099,200 percent. The number of people 350 years of age or older has increased by 1,801,439,850,948,198,400 percent. The number of people 355 years of age or older has increased by 3,602,879,701,896,396,800 percent. The number of people 360 years of age or older has increased by 7,205,759,403,792,793,600 percent. The number of people 365 years of age or older has increased by 14,411,518,807,585,587,200 percent. The number of people 370 years of age or older has increased by 28,823,037,615,171,174,400 percent. The number of people 375 years of age or older has increased by 57,646,075,230,342,348,800 percent. The number of people 380 years of age or older has increased by 115,292,150,460,684,697,600 percent. The number of people 385 years of age or older has increased by 230,584,300,921,369,395,200 percent. The number of people 390 years of age or older has increased by 461,168,601,842,738,790,400 percent. The number of people 395 years of age or older has increased by 922,337,203,685,477,580,800 percent. The number of people 400 years of age or older has increased by 1,844,674,407,370,955,161,600 percent. The number of people 405 years of age or older has increased by 3,689,348,814,741,910,323,200 percent. The number of people 410 years of age or older has increased by 7,378,697,629,483,820,646,400 percent. The number of people 415 years of age or older has increased by 14,757,395,258,967,641,292,800 percent. The number of people 420 years of age or older has increased by 29,514,790,517,935,282,585,600 percent. The number of people 425 years of age or older has increased by 59,029,581,035,870,565,171,200 percent. The number of people 430 years of age or older has increased by 118,059,162,071,741,130,342,400 percent. The number of people 435 years of age or older has increased by 236,118,324,143,482,260,684,800 percent. The number of people 440 years of age or older has increased by 472,236,648,286,964,521,369,600 percent. The number of people 445 years of age or older has increased by 944,473,296,573,929,042,739,200 percent. The number of people 450 years of age or older has increased by 1,888,946,593,147,858,085,478,400 percent. The number of people 455 years of age or older has increased by 3,777,893,186,295,716,170,956,800 percent. The number of people 460 years of age or older has increased by 7,555,786,372,591,432,341,913,600 percent. The number of people 465 years of age or older has increased by 15,111,572,745,182,864,683,827,200 percent. The number of people 470 years of age or older has increased by 30,223,145,490,365,729,367,654,400 percent. The number of people 475 years of age or older has increased by 60,446,290,980,731,458,735,308,800 percent. The number of people 480 years of age or older has increased by 120,892,581,961,462,917,470,617,600 percent. The number of people 485 years of age or older has increased by 241,785,163,922,925,834,941,235,200 percent. The number of people 490 years of age or older has increased by 483,570,327,845,851,669,882,470,400 percent. The number of people 495 years of age or older has increased by 967,140,655,691,703,339,764,940,800 percent. The number of people 500 years of age or older has increased by 1,934,281,311,383,406,679,529,881,600 percent. The number of people 505 years of age or older has increased by 3,868,562,622,766,813,359,059,763,200 percent. The number of people 510 years of age or older has increased by 7,737,125,245,533,626,718,119,526,400 percent. The number of people 515 years of age or older has increased by 15,474,250,491,067,253,436,239,052,800 percent. The number of people 520 years of age or older has increased by 30,948,500,982,134,506,872,478,105,600 percent. The number of people 525 years of age or older has increased by 61,897,001,964,269,013,744,956,211,200 percent. The number of people 530 years of age or older has increased by 123,794,003,928,538,027,489,912,422,400 percent. The number of people 535 years of age or older has increased by 247,588,007,857,076,054,979,824,844,800 percent. The number of people 540 years of age or older has increased by 495,176,015,714,152,109,959,649,689,600 percent. The number of people 545 years of age or older has increased by 990,352,031,428,304,219,919,299,379,200 percent. The number of people 550 years of age or older has increased by 1,980,704,062,856,608,439,838,598,758,400 percent. The number of people 555 years of age or older has increased by 3,961,408,125,713,216,879,677,197,516,800 percent. The number of people 560 years of age or older has increased by 7,922,816,251,426,433,759,354,395,033,600 percent. The number of people 565 years of age or older has increased by 15,845,632,502,852,867,518,708,790,067,200 percent. The number of people 570

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EXHIBIT K
[RESERVED]

EXHIBIT M

COMMISSIONING REQUIREMENTS

1. Pre-Commissioning

1.1 Mechanical Completion Documentation – The following documents will be required for the mechanical completion of the SEF:

- 1.1.1 Notice of Mechanical Completion Form
- 1.1.2 Material Procurement Tracking Form
- 1.1.3 Field Concrete Inspection List
- 1.1.4 Solar Major Material Installation Checklist
- 1.1.5 Solar Rack Bolt Torque Checklists
- 1.1.6 Underground Conduit Installation Checklists
- 1.1.7 Electrical Material Installation Checklist
- 1.1.8 Megger Test Form
- 1.1.9 Rack, Module and Combiner Box Grounding Checklist
- 1.1.10 DC Voltage Test Checklist
- 1.1.11 Verification of AC Wire Size and Fuse Checklist
- 1.1.12 Test Equipment Information List
- 1.1.13 Soil Testing Reports (Use Testing Agent Report)
- 1.1.14 Concrete Test Report (Use Testing Agent Report)
- 1.1.15 Helical anchor/pile installation log

Refer to Appendix A for all of the above referenced forms/checklists.

2. General

- 2.1. Record time and date of commissioning
- 2.2. Record weather at time of commissioning
 - 2.2.1. Irradiance (watts/m²)
 - 2.2.2 Cloud cover

2.2.3 Ambient temp

2.2.4 Cell temp

2.2.5 Wind speed

2.3 Take digital photos of all installed equipment and provide to DTE

2.4 Verify that all debris has been removed from roof or ground

2.5 A megohmmeter test will be completed on all AC and DC circuits with the exception of module string circuits and values recorded demonstrating circuit integrity.

2.6 Verify that all torqued connections have been marked as having been torqued.

3. Array

3.1. Check and record the electrical connection between the ground and the conductive surface of the PV modules verifying the resistance is less than 1 Ω . If not less than 1 Ω , corrective actions must be taken.

3.2. Check that non-current carrying metal parts are grounded properly (array frames, metal boxes, etc. are connected to the equipment ground).

3.3. Check and record the electrical connection between the ground and the conductive surface of the PV modules verifying the resistance is less than 1 Ω . If not less than 1 Ω , corrective actions must be taken.

3.4. Check and confirm as-built array layouts are correct.

3.5. Check all roof penetrations and wall penetrations (ensure conduits and structural brackets are properly sealed/waterproofed).

3.6. Check conduit connections.

3.7. Check mounting hardware condition.

3.8. Check for corrosion.

3.9. Check all wire management is neat and well supported.

3.10 Check for cracked modules or hotspots.

3.11. Verify the solar modules are properly secured to the mounting system.

4. Combiner Boxes

4.1. Current Test – String and Feeder Wiring to Inverter

Contractor will test each string and feeder wire from each combiner box to the inverter for the amperage produced when there is sufficient solar radiance to verify the operation of the array.

The test parameters shall be as follows:

4.1.1 Testing shall be completed between 10am and 2pm

4.1.2 Testing shall be completed with calibrated equipment

4.1.3

4.1.4 Irradiance shall be stable; this means if the irradiance values aren't consistent from second to second within a window of time while current testing, the test should be postponed (fast moving clouds or a lot of cloud coverage could be the cause of the instability). Or, there must be concurrence from DTE that testing can be performed.

4.1.5 Irradiance measurements shall be taken at the same time as the current measurements, with the Pyranometer aligned (parallel) to match the azimuth and tilt angle of the panels. Per the contract requirements, "Measured DC current at each string; values should be within 0.1A of each other or unless otherwise agreed to by DTE." That is, if strings numbered S1 to SN where N=total number of strings, the Current at each string A(SN) at a given period of time under consistent weather conditions (especially insolation) should satisfy:

$$A(SN) - A(S N-1) \leq \pm 0.1 \text{Amps}$$

If the above is not satisfied, Contractor is to troubleshoot immediately while still on site, in an attempt to discover what may be the issue, such as:

- One or more panels shaded
- One or more panels dirtier than the others
- Bad/broken/failed panel(s)
- Blown fuse(s)
- MC4 connectors loose/disconnected
- Ground fault present
- All modules at the same tilt angle
- Other

Resolve the issue on site and re-test the DC current, accordingly.

Refer to Appendix A for the Current Test – String and Feeder to Inverter Checklist

4.2 Check and verify both the positive and negative string connectors are identified properly with permanent wire marking

4.3. Check polarity of each source circuit string (place common lead on the negative grounding block and the positive on each string connection-pay particular attention to make sure there is NEVER a negative measurement)

4.4. Check and record Voc of each source circuit string

4.5. Check and record Imp of each source circuit string

4.6. Check for water intrusion

4.7. Check and record fuse size and fuse rating

4.8. Check fuse continuity

4.9. Check strings are torqued correctly

4.10. Check combiner box is correctly labeled and identified on as-built drawings

4.11. Check combiner box is correctly labeled identifying associated termination location in inverter

4.12. Record combiner box serial numbers, manufacturer, model number and NEMA rating

4.13. Record combiner box source circuit conductor size and type

4.14. Record combiner box output circuit conductor type

4.15. Record combiner box poles used in each combiner box

4.16. Check combiner box and other enclosures for scratches and correct as needed.

4.17. Check combiner box and other enclosures to ensure incoming conduits are sealed

5. Disconnect Switches

5.1. Record disconnect switch(s) manufacturer, model number and NEMA rating

5.2. Check and record the AC voltages at the AC utility disconnect

5.3. Check and record the DC voltages at the DC disconnect(s)

5.4. Check for water intrusion

5.5. Check and record fuse size and fuse rating

5.6. Check fuse continuity

5.7. Check disconnect is correctly labeled identifying associated termination location in inverter

5.8 Verify installation of arc flash / fault current signs

6. Inverters

6.1. Follow manufacture's start up protocol – manufacturer's technician to be present for pre/post start-up testing and commissioning.

6.2. Check and record fuse size(s) and fuse rating(s)

6.3. Check fuse continuity

6.4. Record and document inverter(s) serial number(s)

6.5. Record DC operating voltage

6.6. Check that all combiner box home runs are properly identified

7. Revenue Meter

7.1. Check and record power output on inverter(s) is in line with the output on the Revenue meter

7.2. Confirm proper CT orientation and take a picture. The black wires from the CT's should be facing towards the Utility service panel. Verify CT placard is installed. CTs to be wired on line side (solar).

7.3. Record CT manufacturer and serial numbers

7.4. Record the Power Factor (PF)

7.5. Record the system Watts (W), Hz and Amps at time of commissioning

7.6. Record AC Volts L-N of Phase A, Phase B, Phase C

7.7. Record AC Volts L-L of Phase A, Phase B, Phase C

7.8. Record revenue meter serial Number

7.9. Remove the meter calibration report from the revenue meter enclosure and delivery to DTE

EXHIBIT N
SOLAR POWER EASEMENT AGREEMENT

This Solar Power Easement Agreement (“Agreement”) is made and entered into as of this day of _____, 2015 (“Effective Date”) by and between the _____ a Michigan _____ (“Grantor”), and DTE ELECTRIC COMPANY, a Michigan corporation, having its offices located at One Energy Plaza, _____ GO, Detroit, Michigan, 48226 (“Grantee”). Grantor and Grantee may be referred to herein in the singular as a “Party” and collectively as the “Parties”.

WITNESSETH:

The following is a recital of the facts underlying the execution of this Agreement:

- A. Whereas, Grantor agrees to allow Grantee to develop a photovoltaic project including, but not limited to, the installation, maintenance and operation of a _____ MW solar generating system, its electrical and mechanical components, support structure, mounting or tracking components, inverter(s), modules, meter(s), monitoring components, conduit, and other elements installed in the nature of the work (collectively the “System”) at Grantor’s facility located at _____, _____ (“Premises”) within the Easement Area described in Schedule A attached hereto, consisting of approximately _____ acres; and
- B. Whereas, Grantee shall, at its sole cost and expense, engineer, procure and install any and all equipment in connection with the System.

NOW, THEREFORE, the Parties agree as follows:

1. Term:

2. System:

- a. Grantee shall, at its sole cost and expense, install and maintain the System upon, under and over the Premises in the location described in Schedule A.
- b. The System will be owned, operated and maintained by Grantee and will operate without the involvement of Grantor.
- c. All energy, including capacity, generated by the System shall remain the sole and exclusive property of Grantee.
- d. Grantee shall, at its sole cost and expense, periodically inspect, clean, maintain, repair and replace the System at intervals determined by Grantee to be necessary or desirable.

3. Easement Area:

- a. The location of the Easement Area, as described and identified in Schedule A, is an approximate location of the Easement Area. Grantor and Grantee each agree that Grantee may substitute an as-built survey for the description of the Easement Area identified on Schedule A by recording an amendment to this Agreement executed by Grantor and Grantee that identifies the In Service Date of the System.
- b. The Easement Area shall be configured in a manner which allows Grantee to construct, at its sole option and expense, a fence around the System. Grantee shall have the right to restrict access to the Easement Area.

4. Right of Utilization: Grantor hereby grants Grantee an exclusive easement for the Term to install, inspect, maintain, repair, and replace the System at, upon, under and over the Easement Area, together with:

- a. the right of Grantee to install, maintain, renew, and inspect, during the Term of this Agreement, the System as Grantee determines to be necessary or desirable;
- b. the right of Grantee for reasonable access to receive, unload, store, warehouse and protect all materials, tools and equipment on the Premises, as needed, and a lay down area on the Premises during construction of the System;
- c. the right of Grantee to provide, install, and maintain through or under the Premises during the Term of this Agreement such cables, electric lines, ducts, transformers, and other apparatus as may, in the opinion of Grantee, be necessary or desirable for connecting the System to or for the benefit of Grantee's electrical system;
- d. the exclusive and continuous right to direct sunlight for operation of the System and the generation of energy; and
- e. a non-exclusive easement for ingress and egress to and from the Easement Area to Grantee and its employees, agents, contractors and subcontractors, at all times

during the Term of this Agreement, to enter that portion of the Premises described in Schedule A and do thereon such acts and things as may be necessary or desirable for the purpose of installing, inspecting, maintaining, repairing, replacing and removing the System, electric lines or other ancillary equipment or apparatus.

Grantor shall at all times have the right to make such use of the Premises as shall not be inconsistent with the exercise by Grantee of the rights herein granted.

5. Operation, Maintenance and Repair of System: Grantee will operate, maintain and repair the System during the Term of this Agreement at the sole cost and expense of Grantee. All work performed by Grantee in connection with the installation, operation, maintenance and repair of the System shall be performed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.
6. Compensation: Grantee shall pay Grantor as described in Schedule B.
7. Credits, Rebates and Incentives: All federal and state tax credits, renewable energy credits, including all renewable energy attributes and/or benefits, payments, grants, rebates, incentive payments, or other credits paid as a result of the design, installation, and/or operation of the System (hereinafter "Incentives") shall inure to the exclusive benefit of and become the exclusive property of Grantee. Grantor will cooperate in good faith as necessary to enable Grantee to obtain all available Incentives. Apart from Grantor's cooperation as set forth above, Grantee shall be solely responsible for securing and receiving any Incentives.
8. Ownership: The System and all alterations, additions, improvements or installations made thereto by Grantee and all personal property of Grantee used in connection with the installation, operation and maintenance of the System, electric lines, ducts or other apparatus related to the System are, and shall be and remain, the personal property of Grantee ("Grantee Property"). In no event shall any Grantee Property be deemed a fixture, nor shall Grantor, nor anyone claiming by, through or under Grantor (including, but not limited to, any present or future mortgagee of Grantor) have any rights in or to the Grantee Property at any time.
9. Termination of Agreement for Convenience: Grantee shall have the right to terminate this Agreement upon [REDACTED] written notice to Grantor at any time during the Term. In the event that Grantee terminates this Agreement, Grantee shall be provided reasonable time to remove the System and restore the Easement Area to its original condition prior to the installation of the System, except for normal wear and tear. Grantee shall have no further obligations to Grantor and Grantor shall have no further obligations to Grantee.
10. Grantor's Compliance with Applicable Laws: Grantor, at its sole cost and expense, shall comply with all applicable federal, state and local laws, rules, regulations and ordinances relating to the ownership and occupancy of the Premises.

11. Grantor's Obligations: Grantor shall not interfere with or cause or permit any interference with the System and/or any Grantee Property and shall take all reasonable steps to ensure that no third party(s) access the Easement Area. Grantor shall not grant any licenses, easements, leases or rights of way, whether recorded or unrecorded, which may interfere with Grantee's use of the Easement Area to operate the System. Grantor will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the System or its operation (including activities that may adversely affect the System's direct or indirect exposure to sunlight). Grantor will not conduct maintenance, repairs or other work to the Premises that is reasonably likely to damage, impair or otherwise adversely affect the System or its operations.
12. Sale/Transfer/Lease of Premises: In the event of Grantor's sale, transfer or lease of the Premises, the purchaser, transferee or lessee (collectively "Subsequent Occupant") of the Premises shall be bound by this Agreement, it being the intent of the Parties that this Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns, and that the covenants contained herein, including but not limited to Sections 4, shall run with the land. Grantor agrees that Grantee shall have the right, without the further consent, approval or signature of Grantor, to execute and record a short form of memorandum of this Agreement in the office of the Register of Deeds for the county in which the Premises are located in the form set forth at Schedule C. When this Agreement expires or in the event this Agreement is terminated as provided herein, Grantee agrees to record a discharge of the memorandum in the office of the Register of Deeds for the county in which the property is located.
13. Taxes. Grantee shall be responsible for any personal property taxes levied against any Grantee Property installed by Grantee on the Easement Area. Grantor shall pay the real property taxes for the Easement Area before such taxes become delinquent. If Grantor fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Agreement, then, in addition to its other rights and remedies, Grantee shall have the right to pay such taxes and other obligations, and/or cure any such default by any appropriate means; and the cost thereof shall be reimbursed to Grantee by Grantor within [REDACTED] of Grantee's demand. Grantee may offset such cost against any amounts owed by it to Grantor.
14. Force Majeure: Neither Party hereto shall be liable to the other for any failure of performance due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence ("Force Majeure"), such as acts of God, acts of the other Party, acts of civil or military authority, fires, floods, earthquakes, epidemics, windstorms, explosions, natural disasters, sabotage, wars, riots, strikes, work stoppages, labor disputes, or changes in laws or regulations; provided, however, that written notice of such Force Majeure event (including the anticipated duration of the delay caused by a Force Majeure event) shall be given by the affected Party to the other Party as soon as possible after the event or occurrence (but in no event more than [REDACTED] thereafter).

15. Default.

- a. Default of Grantor. Each of the following events shall constitute an event of default by Grantor and shall permit Grantee to seek specific performance or all other appropriate remedies available at law or equity: (i) the failure to pay amounts required to be paid hereunder when due, and such failure has continued for [REDACTED] [REDACTED] after written notice to Grantor from Grantee; or (ii) the failure by Grantor to perform any other material term set forth in this Agreement, and such failure has continued for [REDACTED] (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured within a thirty [REDACTED] after written notice to Grantor from Grantee.
- b. Default of Grantee. Each of the following events shall constitute an event of default by Grantee and shall permit Grantor to seek monetary damages or all other appropriate remedies available at law or equity, provided that Grantor shall not have the right to terminate this Agreement: (i) the failure to pay amounts required to be paid hereunder when due, and such failure has continued for [REDACTED] after written notice to Grantee from Grantor; or (ii) the failure by Grantee to perform any other material term set forth in this Agreement, and such failure has continued for [REDACTED] (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured within a [REDACTED] period) after written notice to Grantee from Grantor.

16. [REDACTED]

17. Indemnity:

[REDACTED]

[REDACTED]

18. Environmental Matters. Grantor shall be responsible for and shall indemnify, defend and hold Grantee harmless from and against any and all costs, claims, losses, expenses, liabilities, damages, penalties and causes of action arising under any federal, state or local environmental laws, regulations, ordinances, rules and directives, common law or equity, or any other laws pertaining to the condition of the Easement Area during the term of this Agreement, including the physical nature or condition of the Easement Area or the environmental condition thereof ("Environmental Laws"); provided, however, that Grantor shall have no obligation to indemnify, defend or hold Grantee harmless with respect to the violation of any Environmental Laws by Grantee.
19. Title to Property. Grantor represents and warrants to Grantee that: (i) Grantor is the sole owner of the Easement Area and holds marketable fee simple title to the Easement Area according to Michigan law; (ii) Grantor has not leased, transferred or otherwise encumbered in any way title to the Easement Area, (iii) Grantor has not received any notice (orally or in writing) from any third party of any claim with respect to the Easement Area; (iv) Grantor and each person signing this Agreement on behalf of Grantor has the full and unrestricted power and authority to execute and deliver this Easement and grant this easement and the rights herein granted; and (v) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding.
20. Liens and Tenants. Grantor represents and warrants that there are no liens, encumbrances, leases, fractional interests, mineral or oil and gas rights or other exceptions to Grantor's fee simple title or otherwise burdening the estate of Grantor in the Easement Area.
21. Assignment: Grantor not may assign its rights and obligations under this Agreement to a purchaser, transferee or lessee of the Premises without Grantee's prior consent. Grantee may assign its rights and obligations under this Agreement to a subsidiary or affiliate of Grantee without the prior consent or approval of Grantor. Grantee may assign its rights and obligations under this Agreement to a party other than a subsidiary or affiliate of Grantee with Grantor's prior written consent, which shall not be unreasonably withheld or delayed.
22. No Consequential Damages: Neither Party hereto shall be responsible to the other for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue.
23. Confidentiality: Neither Party shall make any disclosure of any information related to this Agreement without the specific prior written consent of the other, except for such disclosures to the Parties' lenders, creditors, officers, employees, agents, consultants, attorneys and accountants as may be necessary to permit each Party to perform its obligations hereunder and as required to comply with applicable laws, rules and regulations.

Subject to the

foregoing, a Party's response to the other Party's request for written consent under this Section 23 shall be within [REDACTED], and written consent shall not be unreasonably withheld.

24. Public Announcement: The Parties shall consult with each other prior to issuing any public announcement, statement or other disclosure with respect to this Agreement and neither Party shall issue any such public announcement, statement or other disclosure without first having written consent of the other Party, except as may be required by law.
25. Governing Law: This Agreement shall be governed and shall be interpreted in accordance with the laws of the State of Michigan.
26. Severability: Should any provision of this Agreement be or become invalid, ineffective or unenforceable in whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby.
27. Notices: All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, by means of an overnight courier service or by facsimile to the address set forth below, or such other address as a Party shall designate by written notice in the manner set forth herein, and shall be deemed received upon the earlier of (i) if mailed, two (2) business days after the posting by a United States Post Office; (ii) if personally delivered, the date of delivery to the address of the person to receive such notice; or (iii) if sent by courier service, two (2) business day after delivery to such courier service;.

If to Grantee:

With a copy to:

DTE Electric Company
One Energy Plaza
688 WCB
Detroit, Michigan 48226
Attention: Office of the General Counsel

If to Grantor:

Attention:

With a copy to:

Attention:

- 28. Counterparts:** This Agreement may be executed in one (1) or more counterparts, and all the counterparts shall constitute but one (1) and the same Agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.
- 29. Non-Waiver:** Unless otherwise expressly provided in this Agreement, no waiver by Grantor or Grantee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Grantor or Grantee, as the case may be. No delay or omission in the exercise of any right or remedy accruing to Grantor or Grantee, as the case may be, upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Grantor or Grantee of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.
- 30. Captions:** Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement.
- 31. Exhibits:** All Schedules attached hereto shall be incorporated herein by reference as if set out herein in full.
- 32. Entire Agreement:** This Agreement, together with all schedules and exhibits attached hereto or mentioned herein, shall constitute the entire Agreement between the parties and may not be amended, modified or terminated except by a writing signed by the Parties hereto. This Agreement and the Schedules hereto wholly supersede any and all oral statements, representations or agreements made by the Parties to this Agreement. This Agreement shall become binding when executed by Grantor and Grantee.
- 33. Survival:** The provisions of Section 17 hereof shall survive the termination of this Agreement for a period of [REDACTED]
- 34. Construction of Agreement:** This Agreement is the product of negotiations between the Parties and shall not be construed as being drafted by one Party as opposed to the other.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this instrument on the date first written above.

a

Authorized Signature of Grantor

Print Name

Print Title

Authorized Signature of Grantee

Print Name

Print Title

Grantor Acknowledgment

STATE OF MICHIGAN)

) SS

COUNTY OF)

The foregoing instrument was acknowledged before me this day of , , by , the of , a on behalf of the .

Notary Public

____ County, State of Michigan

My Commission Expires:

Acting in County, Michigan

Grantee Acknowledgment

STATE OF MICHIGAN)

) SS

COUNTY OF)

The foregoing instrument was acknowledged before me this day of , , by
 , the of _____, a _____, on behalf of the
_____.

Notary Public

_____ County, State of Michigan

My Commission Expires:

Acting in County, Michigan

Schedule A - Easement Area

Insert Drawings

[REDACTED]

[REDACTED]

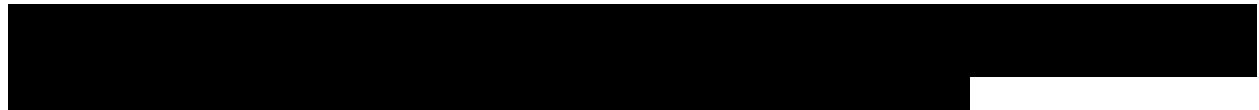
[REDACTED]

**Schedule C –
MEMORANDUM OF SOLAR POWER EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR POWER EASEMENT AGREEMENT (this “Memorandum”) is made and entered into as of _____, 20____, by and between _____ (“Grantor”), and _____, a _____ (“Grantee”). (Grantor and Grantee are referred to collectively herein as the “Parties”.)

WITNESSETH:

A. On the date hereof, the Parties have entered into a Solar Power Easement Agreement (the “Agreement”) pursuant to which Grantor grants to Grantee an exclusive easement for the installation, maintenance, operation, inspection, repair and replacement of certain photovoltaic systems and related cables, electrical lines, ducts, transformers and other equipment, on the Easement Area described in Exhibit A attached hereto and incorporated herein by reference, together with the right of ingress and egress to and from the Easement Area described in the Agreement.



C. The Parties desire to execute this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Grantee in the Easement Area and of the existence of the Agreement and of certain easement rights granted to Grantee in the Easement Area as part of the Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Agreement to be paid and performed by Grantee, Grantor hereby grants to Grantee the easements as described in the Agreement, on, over, under and across the Easement Area, all on the terms and conditions set forth in the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail. The Agreement contains the entire agreement of the Parties with respect to the subject matter thereof, and any prior or contemporaneous agreements, discussions or understandings, written or oral (including, without limitation, any options or agreements for easements previously entered into by the Parties with respect to the Easement Area), are superseded by the Agreement and shall be and hereby are released, revoked and terminated.

[signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum as of the day and year first above written

GRANTOR

BY: _____
NAME: _____
ITS: _____

GRANTEE

BY: _____
NAME: _____
ITS: _____

Acknowledged before me in County, Michigan on , 20__,
by the
of _____, a _____.

Notary's Notary's
Stamp: Signature:
(Notary's name, county and date commission expires)

Acknowledged before me in Wayne County, Michigan, on , 20__,
_____ of _____,
a _____, for the _____.

Notary's Notary's
Stamp Signature
(Notary's name, county, and date commission expires)

Prepared by and when recorded return to: _____

Exhibit A
Easement Area

[Redacted]

Assignment of Contractor’s Letter of Intent

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]



EXHIBIT P
FORM OF WEEKLY PROGRESS REPORT

Project Name and Number : _____

Client : _____

Project Manager : _____

Project Site Supervisor : _____

Contractor : _____

Weekly Site Report:

Tasks Completed this Week:

Tasks Scheduled to Start that did not Start:

Reasons:

Plans for Next Week:

Note any current or pending issues:

Signature: _____ PM Signature: _____

FORM OF DAILY PROGRESS REPORT

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Supervisor: _____

Contractor : _____

Date: ____/____/____

Daily Site Report

Safety:

Fill in

Fill in

Fill in

Site Activities:

Fill in

Fill in

Fill in

Issues:

Fill in

Fill in

Weather:

Fill in

Fill in

Fill in

Labor:

Total Onsite Labor - #

Superintendent - #

Electrical Engineer - #

Journeyman Electrician - #

Apprentice Electricians - #

Operator - #

General Comments:

Fill in

Fill in

Fill in

EXHIBIT Q
OPERATIONS AND MAINTENANCE MANUAL SAMPLE TABLE OF CONTENTS

- 1.0 Project Overview
- 2.0 Component Summary
- 3.0 Electrical One Line Diagram
- 4.0 Safety
- 5.0 System Monitoring
- 6.0 DC System Testing / Troubleshooting
 - 6.1 Check for an open PV string
 - 6.2 Check for a weak PV string
 - 6.3 Surge Protection Devices
 - 6.4 Grounding Check
- 7.0 Major Components
 - 7.1 Racking
 - 7.1.1 Safety
 - 7.1.2 Maintenance
 - 7.1.3 Repair or Replacement
 - 7.2 Solar Photovoltaic (PV) Modules
 - 7.2.1 Safety
 - 7.2.2 Maintenance
 - 7.2.3 Module Replacement
 - 7.2.4 Replacement of the Wieland Gesis Connector on a Single Module
 - 7.3 Sub - Combiner Box
 - 7.3.1 Safety
 - 7.3.2 Maintenance
 - 7.4 Inverter
 - 7.4.1 Operation and Design Features
 - 7.4.2 Safety
 - 7.4.3 Preventive Maintenance
 - 7.4.4 Repairs
 - 7.5 Surge Protective Devices
 - 7.5.1 Operation and Installation
 - 7.5.2 Preventive Maintenance
 - 7.6 Disconnect Switches
 - 7.6.1 Safety
 - 7.6.2 Maintenance
 - 7.7 Guardian Lightning Protection
 - 7.7.1 Operation of System
 - 7.7.2 Safety
 - 7.7.3 Maintenance
 - 7.8 Transformer(s)
- 8.0 Miscellaneous Maintenance and Repair
- 9.0 Maintenance Schedule

APPENDICES

Appendix A Equipment Manuals and Specifications

Appendix B Warranty Information (including warranty, warranty period and process for warranty claims)

Appendix C As-Built Drawings

Appendix D Spare Parts List

Appendix E Reports and Check Lists

Appendix F Municipal Permits

EXHIBIT R
FORM OF SWORN STATEMENT

SWORN STATEMENT

State of: Michigan

County of: Wayne

_____, being duly sworn, states the following:
_____ is the (contractor)(subcontractor) for an improvement to the following
real property in _____ County, Michigan, described as follows:

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete (optional)	Amount of Laborer Wages Due but Unpaid	Amount of Labor Fringe Benefits and Withholdings Due but Unpaid

The Contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth above.

I make this statement as the (contractor)(subcontractor) or as _____ of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of

construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Deponent Printed Name

Deponent Signature

WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me on this

_____ day of _____,

Notary Public, _____ County, Michigan

My Commission Expires:

EXHIBIT S

SOLAR PROJECTS FILE NAMING CONVENTIONS

MEP, Renewable Power, Solar
 Detroit Edison
 2000 2nd Ave.
 Detroit, MI. 48226



Exhibit S

Solar Projects File Naming Conventions

Sheet Title	Drawing Number	File Naming Convention (.dwg)	File Naming Convention (.pdf)
Cover Drawing			
Cover Sheet	G-0001	X02-0001-0001.dwg	X02-0001.pdf
Survey Drawings			
Topographic Survey	V-0101	X02-0002-0101.dwg	X02-0002-0101.pdf
Solar Easement	V-0102	X02-0002-0102.dwg	X02-0001-0102.pdf
Civil Drawings			
Demolition Plan	C-0101	X02-0003-0101.dwg	X02-0003-0101.pdf
Grading Plan	C-0102	X02-0003-0102.dwg	X02-0003-0102.pdf
Construction Plan	C-0103	X02-0003-0103.dwg	X02-0003-0103.pdf
Construction Access & Logistics Plan	C-0104	X02-0003-0104.dwg	X02-0003-0104.pdf
Landscape Plan	C-0105	X02-0003-0105.dwg	X02-0003-0105.pdf
Signage Plan	C-0106	X02-0003-0106.dwg	X02-0003-0106.pdf
Tree Pruning and Removal Plan	C-0107	X02-0003-0107.dwg	X02-0003-0107.pdf
Civil Details	C-0501	X02-0003-0501.dwg	X02-0003-0501.pdf
Trench Details	C-0502	X02-0003-0502.dwg	X02-0003-0502.pdf
Electrical Drawings			
AC Power Plan	E-0101	X02-0004-0101.dwg	X02-0004-0001.pdf
DC Power Plan	E-0102	X02-0004-0102.dwg	X02-0004-0102.pdf
Grounding Plan	E-0103	X02-0004-0103.dwg	X02-0004-0103.pdf
Communication Plan	E-0104	X02-0004-0103.dwg	X02-0004-0103.pdf
String Configuration Plan	E-0105	X02-0004-0104.dwg	X02-0004-0104.pdf
Inverter Pad and Serv. Rack Plan & Elev.	E-0501	X02-0004-0501.dwg	X02-0004-0501.pdf
Trench & Misc. Details	E-0502	X02-0004-0502.dwg	X02-0004-0502.pdf
DC Wiring Enclosure Details	E-0503	X02-0004-0503.dwg	X02-0004-0503.pdf
One-Line Diagram	E-0601	X02-0004-0601.dwg	X02-0004-0601.pdf
PV Module, Cable Hook Up Diagram	E-0602	X02-0004-0602.dwg	X02-0004-0602.pdf
Int. Diagram between Comb. Box & Inv.	E-0603	X02-0004-0603.dwg	X02-0004-0603.pdf
Data Acquisition Box Sensor Wiring Diagram	E-0604	X02-0004-0604.dwg	X02-0004-0604.pdf
Modbus Cable Diagram	E-0605	X02-0004-0605.dwg	X02-0004-0605.pdf
Labels and Placards	E-0701	X02-0004-0701.dwg	X02-0004-0701.pdf
List of Materials	E-0702	X02-0004-0702.dwg	X02-0004-0702.pdf
Structural Drawings			
Ballast Plan	S-0101	X02-0005-0101.dwg	X02-0005-0101.pdf
Racking Elevations	S-0201	X02-0005-0201.dwg	X02-0005-0201.pdf
Inverter Pad and Serv. Rack Plan & Elev.	S-0501	X02-0005-0501.dwg	X02-0005-0501.pdf
Structural Details	S-0502	X02-0005-0502.dwg	X02-0005-0502.pdf
Structural Details	S-0503	X02-0005-0503.dwg	X02-0005-0503.pdf
Landscape Drawings			
Landscape Plan	L-0101	X02-0006-0101.dwg	X02-0006-0101.pdf
Landscape Details	L-0501	X02-0006-0501.dwg	X02-0006-0501.pdf

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 Rev. 1 Updated 11-6-12
 Doc. Owner: CAS

EXHIBIT T

PROJECT DESIGN DOCUMENT SPECIFICATION CHECK SHEET

MEP, Renewable Power, Solar
One Energy Plaza
Detroit, MI 48226



Exhibit T

Project Design Document Check Sheet

Project Name:

Sheet Name	Description	Required for Project	Required by 30% Review	Required by 60% Review?	Required by 90% Review?
General Comments	1) Scale and orientation is consistent throughout set.				
	2) Section and detail callouts properly referenced.				
	3) Each detail must have a source drawing or note that refers to that detail.				
	4) Drawing notes do not conflict with specifications or drawings.				
	5) Information on larger drawing does not conflict with information on detail.				
	6) Any plan match lines are consistent between disciplines.				
	7) All sheets have appropriate legends that are consistent with symbols used on that sheet.				
	8) Text consistent on all drawings – font, size, titles.				
	9) Dimension styles and spacing consistent on all drawings.				
	10) Revision and Issued blocks complete on all drawings.				
	11) Revision clouds correct and show or not shown as appropriate.				
	12) Line type scales consistent, correct line types and line widths been used.				
	13) Symbol use consistent and captured in legend.				
	14) Equipment nomenclature consistent.				
	15) Any desired warranties are called for in the specifications package.				
Cover Sheet	1) All drawings on cover sheet list with correct revision level.				
	2) Cover sheet indicates pending issue with date and dots by included drawings.				
	3) PE Stamp block for Electrical and Civil.				
Topographical Survey	1) Setbacks shown.				
	2) Legal description with meets and bounds.				
	3) Solar PV Easement boundary.				
	4) Entrances, exits, driveways, parking areas.				
	5) Underground utilities (gas, sanitary, storm, electric, steam, phone, cable, water, fire etc.).				
	6) Existing above-grade features such as light poles, utility poles, fences, gates, curbs, transformers, fire hydrants, overhead utility lines, structures and slabs with elevations.				
	7) Locations of on-grade features such as manholes, catch basins, inverts etc. Identify manhole by type – electrical, phone, sanitary, storm etc.				
	8) Trees (sizes and species) and other above grade features within and out to 200' from easement boundary, perimeter of thickly vegetated areas, include height of feature.				



Exhibit T

Project Design Document Check Sheet

Project Name:

Sheet Name	Description	Required for Project	Required by 30% Review	Required by 60% Review?	Required by 90% Review?
	9) Spot elevations and 1' contours				
	10) Location of existing buildings, substation or other interconnect location				
	11) Streets with names, road frontage, centerline and ROW				
	12) Bench Marks - establish 2 bench marks on the site, describe and show elevations on the plan				
	13) Nature of ground surface – concrete, asphalt, dirt, grass etc.				
	14) Water features				
	15) Flood plain if applicable				
	16) Legend				
	17) Show map with adjacent streets				
Solar Easements	1) Easements shown				
	2) Solar easement shown				
	3) Legal description including point of beginning (POB)				
Civil Drawings					
Demolition Plan	1) Demolition instructions clear and complete.				
	2) Specific customer instructions for disposal shown				
	3) Refer to Landscape Plan for tree removal, if applicable				
Grading Plan	1) Existing and proposed grades shown with different line types and fonts, and captured in legend.				
	2) Grading and construction limits shown				
	3) Erosion control measures shown and detailed. Separate sheet referenced if applicable.				
	4) Any required haul routes, disposal/borrow sites shown				
	5) Drainage details and flow directions shown				
Construction Plan	1) Basis of horizontal and vertical control given				
	2) Installation meets all setback requirements, zoning codes and deed restrictions				
	3) Racking supports dimensioned				
	4) Inverter locations dimensioned				
	5) Service rack located dimensionally				
	6) Anything else with a foundation located dimensionally				
	7) Note indicating DECo meter and disconnect location				
	8) Grading and elevation around inverter and transformer pads are such to prevent erosion or flooding during heavy rains.				
	9) New fencing information around array				
	10) Existing fence information				
	11) New gate information				



Exhibit T

Project Design Document Check Sheet

Project Name:

Sheet Name	Description	Required for Project	Required by 30% Review	Required by 60% Review?	Required by 90% Review?
Ballast Plan	12) Proposed and existing details shown clearly				
	1) Individual plan of the array sections				
	2) Ballast Layout				
	3) Dimensional and weight information.				
Civil Details	4) Load calculations.				
	1) Concrete specified				
	2) Concrete chamfered or tooled edges indicated.				
	3) Concrete finish indicated				
	4) Anchor bolts indicated where required on equipment (inverter, fence etc.) pads.				
	5) Elevation and critical dimensions for concrete pads and other relevant items are shown on appropriate detail and other drawings.				
	6) Piers crowned to prevent water accumulation.				
	7) Piers clearly specified as formed (Sonotube) or drilled (auger).				
	8) Rebar size shown on inverter pad with appropriate cover and pad thickness				
	9) Green Book Spec for concrete pad checked				
	10) Trench depth, width backfill, compaction etc. details shown				
	11) Conduit size, material, spacing, depth etc. details shown				
	12) Bend radius indicated for conduit				
	13) Inverter pad details (Use DECo xfmr spec from Green Book)				
	14) Fence anchoring information				
Construction Logistics Plan	1) Adjacent streets and site access path				
	2) Construction and office trailers locations shown				
	3) Roof access.				
	4) Lay-Down area.				
	5) Inverter area				
	6) Construction parking area				
Landscape Plan	1) Tree schedule				
	2) Tree disposition – remove only or remove & replace				
	3) Replacement location(s) including size and species if applicable per DECo guidance document				
	4) Future pruning, - specify maximum height & width				
	5) Maintenance of landscape provided				
	6) Warranty if applicable				
	7) Check for any tree removal conflict with Demolition Plan				
Signage Plan	1) Solar Currents Sign shown with DECO provided language				



Exhibit T

Project Design Document Check Sheet

Project Name:

Sheet Name	Description	Required for Project	Required by 30% Review	Required by 60% Review?	Required by 90% Review?
	2) Danger Warning Sign shown				
	3) DECo to provide any contact info to put on sign				
	4) Sign location				
Solar Array Racking Elevations	1) Racking and ballast codes and standards				
	2) Angle and dimensional information				
	3) Torque information for Bolts				
	4) Guidance regarding racking level for ground-mount systems: follow terrain or level all racks to same elevation				
	5) Height to bottom of PV module (4' minimum preferred)				
Solar Glare / Reflection Study	1) Evaluate need to perform PV glare/reflection study for arrays				
	2) Perform glare/reflection study if necessary; provide report to DTE.				
	3) Incorporate study findings, as applicable, in 60% design.				
Electrical Drawings					
String Configuration Plan	1) Solar array typical				
	2) PV String designation				
	3) String configuration (if needed for complex layouts)				
AC Electrical Plan	1) Equipment shown to scale where appropriate				
	2) Easement shown to scale where appropriate				
	3) Equipment actually fits where we have shown it				
	4) All junction boxes and pull boxes shown				
	5) Solar easements shown				
	6) Inverter to interconnection location				
	7) Add wire type to wire size table				
DC Electrical Plan	1) Equipment shown to scale where appropriate				
	2) Equipment actually fits where we have shown it				
	3) All combiner boxes, junction boxes and pull boxes shown				
	4) Solar easements shown				
	5) Connection from Panels to Inverter shown				
	6) Add wire type to wire size table				
Communication Plan	1) Conduit sizes indicated and detail routing				
	2) Conduit type note – pvc below ground; RGS elbow, stub-ups, exposed				
	3) Reference to trench detail				
	4) Reference to Modbus cable and DACQ & sensors diagrams				
	5) Cable pulling information				
Grounding Plan	1) Schematic trenching note				

Exhibit T

Project Design Document Check Sheet

Project Name:

Sheet Name	Description	Required for Project	Required by 30% Review	Required by 60% Review?	Required by 90% Review?
	2) Note ground wires in power conduits				
	3) Reference to panel grounding sheet				
	4) Reference to trench detail				
	5) 2" drop for ground wire between racks (ensure wire is not stretched tight)				
	6) Ground rod material, length, and thickness				
	7) Distance of ground rod from posts/inverter etc.				
Electrical Details (Inverter)	1) Type of Unistrut noted				
	2) Have met the electrical equipment structural requirements				
	3) Equipment shown to scale where appropriate				
	4) Equipment really fits where we have shown it				
	5) Required details of service racks & equipment support structures				
	6) Grounding & location information				
	7) Inverter, Xfmr & disconnect elevation views				
	8) Inverter, Service Rack, and Transformer shown in Plan view and				
	9) Equipment rack elevation views				
	10) Inverter, Xfmr & Disconnect Plan				
	11) Inverter & Main C. Box Elevation views				
	12) Conduit fill and contents information				
	13) Cable routing				
	14) Plan view of inverter, xfmr, AC service rack, other				
	15) Conduits are numbered				
Electrical Details (Roof Mount Information)	1) Type of Unistrut noted				
	2) Have met the electrical equipment structural requirements				
	3) Equipment shown to scale where appropriate				
	4) Equipment really fits where we have shown it				
	5) Required details of equipment support structures				
	6) Cable Tray to Conduit Transition Grounding information				
	7) Grounding information				
	8) Wall obstructions identified for conduit run				
	9) Conduit Information				
Int. Diagram between Comb. Box & Inverter	1) Eliminate Owner's manual reference and provide full detail on the drawing				
One line Diagram and key, critical equipment	1) Info required for interconnect application				
	2) Conductor material added to chart				
	3) Meter location shown				
	4) Main disconnect shown on array side of meter to allow				



Exhibit T

Project Design Document Check Sheet

Project Name:

Sheet Name	Description	Required for Project	Required by 30% Review	Required by 60% Review?	Required by 90% Review?
	anti-islanding test				
	5) All wire sizes shown				
	6) AC disconnect between CT Cabinet and transformer for Lockout / Tagout				
PV Module, Cable Hookup and Grounding Diagram	1) Notes to be added				
	2) Notes to be added				
Data Acquisition Box Sensors Wiring Diagram	1) Provided by DECo				
Labels and Placards	1) Note that states provided by NOVA				
Electrical Specifications	1) Provide in specifications document				
Landscape Plan	1) Planting type identified				
	2) Tree diameter and height identified				
	3) Planting location measurement provided				
Solar Racking Elevations	1) Torque information				
	2) Minimum panel elevation to ground (4')				
	3) Mount Information				
	4) Panel Angle				
Equipment					
Equipment List – Key Components	Component	Qty, Mfg., size, model			
	1) PV Modules				
	2) Combiner Boxes				
	3) Re-Combiner Bx				
	4) Inverter				
	5) XFMR				
	6) MV disconnect				

EXHIBIT U **CHANGE ORDER REQUEST FORM**

Change Request



Station:		Work Type:	
Project Title:		Request Date:	
Requesting Organization / Contractor Name:		Requestor Name:	
Contract / P.O. No.		DTE personnel consulted regarding this Change:	

Change Impact Area: (Check all that apply)	<input type="checkbox"/> Engineering/ Design <input type="checkbox"/> Subcontractor <input type="checkbox"/> Field <input type="checkbox"/> Other <input type="checkbox"/> Schedule <input type="checkbox"/> Scope	Change Type: (Check one)	<input type="checkbox"/> Addition <input type="checkbox"/> Reduction <input type="checkbox"/> Substitution <input type="checkbox"/> Rework
Description of Change: Mandatory – Attach Supporting Documents (To be completed by DTE personnel)			
Reason for Change- Include impacts or risks identified: Mandatory – Attach Supporting Documents (To be completed by DTE personnel)			
Alternative Analyses: Mandatory – Attach Supporting Documents (To be completed by DTE Personnel) (List all alternatives that were considered) 1. 2.			

Contractor's Reason for Authorized Scope Change (Identify bid items/detail)		
	Bid Unit/Description	Quantity

DTE Gas Representative Comments:	

Cost Impact (Rough Order of Magnitude)			
Contract Price Adjustment?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Initiation	
Estimated Cost:	\$	Requestor Signature (sign & print):	Date:
Original PO Amount:	\$		
New PO Sum:	\$	Authorized DTE Personnel Signature (sign & print):	Date:
DTE Buyer Representative Initials:			
		Submit completed and signed original form to the DTE Energy Contract Administrator on the Purchase Order	

Emergency Only		
Is immediate action required for safety or to avoid stopping work in progress? <input type="checkbox"/> Yes <input type="checkbox"/> No		
* Instructs contractor to proceed with work in this Change Request. No amendment, alteration or modification of the Contract/Agreement shall be binding unless made pursuant to a written Contract Change Order issued by the Buyer. * If signed by Designee, deliver completed & signed original form to DTE Energy Contract Manager <u>within 24 hours</u> of emergency signature for C. M. Initials and distribution.	DTE Energy Authorization to Proceed by Manager (Designee / Director):	Signature:

Revision Date March 27, 2014

EXHIBIT V
AFFIDAVIT OF MICHIGAN LABOR

2008 PA 295 Compliance
MICHIGAN LABOR AFFIDAVIT

I, _____ (Name and Title), of _____, a _____, (“Contractor”), do hereby depose and say under that the following statements are true, to the best of my information, knowledge and belief:

1. I am an authorized representative of Contractor.
2. This affidavit is being submitted on behalf of Contractor pursuant to Section 3.10 of that certain Engineering,, Procurement, and Construction Contract dated as of _____, 20____ (the “Agreement”), between Contractor and DTE Electric Company, a Michigan corporation, (“Owner”) with Contractor’s [progress] [final] invoice dated _____. (All capitalized terms not herein defined have the meaning ascribed thereto in the Agreement.)
3. During the month of _____, 20____ **[NOTE: the month immediately preceding the date of this affidavit]**, _____ man-hours of field labor were employed in the construction of the _____ Solar Energy Facility, of which _____ man-hours by residents of the State of Michigan. Attached here to as Annex A is a list of all Michigan residents who provided field labor for construction of the _____ Solar Energy Facility during the month of _____, 20____. The companies (including names and address) that employed such Michigan residents are identified on said Annex A.
4. Through the end of _____, 20____, a total of _____ man-hours of field labor were employed in the construction of the _____ Solar Energy Facility, in which _____ man-hours were by residents of the State of Michigan. Attached hereto as Annex B is a list of all Michigan residents who provided field labor for construction of the _____ Solar Energy Facility through the end of _____, 20____. The companies (including names and address) that employed such Michigan residents are identified on said Annex B.

Witness my hand under the penalties of perjury this _____ day of _____ 20_____.

[Contractor]

By:

Title:

(Address, telephone number and electronic mail address of affiant.)

I, _____, a Notary Public of the County and State aforesaid, hereby certify that
_____ personally known to me to be the affiant in the foregoing affidavit, personally appeared
before me this day and having been by me duly sworn deposes and says that the facts set forth in the
above affidavit are true and correct.

Witness by hand and official seal this _____ day of _____, _____.

(SEAL)

Notary Public

My Commission expires: _____ / _____ / _____

Annex A to the Affidavit of Michigan Labor
Certified Michigan Labor During the Month of _____, 20____

Company (Employer) Name	Employee Name	Job Title	Employee Address for previous 12 months	Number of in field hours during the month
Total:				

Annex B to the Affidavit of Michigan Labor
Certified Michigan Labor Through _____, 20__

Company (Employer) Name	Employee Name	Job Title	Employee Address for previous 12 months	Number of in field hours
Total:				

EXHIBIT W

CONTRACTOR PROGRAM MANAGEMENT REQUIREMENTS

Definitions of Terms and Interpretation:

“Baseline Schedule” shall mean a snapshot of the Project Schedule captured at a particular point in time. This snapshot provides a target for tracking and measuring project performance. This schedule is used for project reporting and progress comparison.

“Project Schedule” shall mean the fully integrated Owner Schedule and Contractor Schedule.

“Critical Path Method (CPM)” shall mean a technique used to develop project schedules and includes activities, durations and dependencies. CPM calculates the longest path of planned activities from start to the end of the project, and the earliest and latest that each activity can start and finish without making the project longer.

“Earned Value (EV)” shall mean the time phased value of progress for completed or partially completed work.

“Level 1 Schedule” shall mean the summary schedule with start and finish dates for major project phases and key milestones. Key milestones include contractual and Project-specific Milestones.

“Level 2 Schedule” shall mean the detailed activities further breaking down the summary level activities. Trades or disciplines are assigned responsibility for activities in each phase. Significant procurement, execution, commissioning and start-up requirements are identified as applicable.

“Level 3 Schedule” shall mean demonstrate the full use of Critical Path Method (CPM) techniques. The schedule shall include detailed activities logically tied from the first activity in the schedule to the final activity. Activity durations must allow for definitive progress measurement of the activity and shall not exceed 10 days.

“Narrative Report” shall mean a written explanation of the status of project with emphasis on accomplishments, plan for future, what went wrong, remedial actions, lessons learned etc.

“Owner Schedule” shall mean the integrated schedule of Owner project management maturity

“Preliminary Schedule” shall mean a tentative Level 1, 2, and 3 Schedule.

“Project start” shall mean the date that project is approved to start.

“Project Completion” shall mean the completion date as per the Contract.

“Project Calendar” shall mean the calendar used based on the work schedule.

“Revised Baseline Schedule” shall mean incorporating the changes in the current schedule and making it a new baseline.

“Recovery Project Schedule” shall mean that the Project Completion date falls behind schedule; the Contractor shall detail their plan to recover the delay.

“Updated Schedule” shall mean the updated / Owner approved change to the working schedule (also called live schedule) that is used to manage Work.

1. PROJECT SCHEDULE

The Contractor(s) are responsible for planning, scheduling, managing, and reporting the progress of their work in accordance with this specification.

1.1. Scheduling – Review and Acceptance:

1.1.1. The initial schedule is referred to as the Preliminary Schedule (Level 2). Upon completion with all required activities, and agreed to with Owner, the schedule will be referred to as the Baseline Schedule (Level 3). Monthly revisions are termed Update Schedules. If major delays require a drastic revision to the schedule, it is referred to as a Revised Baseline.

1.1.2. All schedule submissions shall adhere to standard CPM practices. Minimum requirements are outlined in Section 3 of this specification.

1.2. Project Schedule:

1.2.1. The Project Schedule shall be a fully integrated CPM schedule. The construction portion of the schedule shall be fully resource-loaded. All work from Full Notice to Proceed (FNTF) or executed Contract between the Contractor and Owner, to project completion including (if applicable): procurement, construction, start-up, commissioning, and contractual milestones shall be integrated in to the Project Schedule.

1.2.2. The Project schedule shall be maintained and kept current throughout the course of the project from Contract execution to project completion.

1.2.3. There shall be only one Project Schedule and it shall be the schedule that includes the Preliminary, Baseline, Updates, and if necessary, Recovery Schedules.

1.2.4. The Project Schedule shall be prepared and maintained in order to plan, execute, and coordinate the project work in an orderly and expeditious manner. The Project Schedule will be the sole schedule used by all parties including Owner and Contractors to evaluate progress and status at the various stages of the project and to determine if there will be an impact to the project's completion date because of any changes in scope.

1.2.5. The Contractor(s) may use a separate schedule for internal planning/reporting, but the Project Schedule will be the only official schedule of the project.

1.3. Project Schedule ownership:

1.3.1. The Project Schedule shall be owned by Owner and the Contractor.

1.3.2. The Project Schedule shall be controlled and maintained in accordance with this specification by a designated lead scheduler(s) of the Contractor.

1.4. Project Schedule Kickoff Meeting:

1.4.1. Upon Contract execution, a schedule planning kick-off meeting will be held to accomplish the following:

- 1.4.2. Review the Owner Level 1 schedule to establish the Preliminary Schedule.
- 1.4.3. Establish a working understanding between the Contractors performing or affected by the work.
- 1.4.4. Establish and review procedures for notifications, approvals, submittals, etc.
- 1.4.5. Establish schedule metrics such as schedule variances, percent complete to be included in weekly and monthly updates.
- 1.4.6. Establish weekly and monthly schedule update procedures and protocol.
- 1.4.7. Establish requirements for development of Recovery Schedules.
- 1.4.8. Identify Contractor's normal working hours for the work and identify the project holidays.
- 1.4.9. Review a high level sequence of erection activities that will control the projects site work flow.
- 1.4.10. Discuss any other related items that may be pertinent to the work.
- 1.4.11. The Work Breakdown Structure (WBS) will be reviewed in general for further development and implementation into the Preliminary Schedule.
- 1.4.12. The Contractor's contractual milestones will be identified for implementation into the Preliminary Schedule.
- 1.4.13. The Contractor will provide a list of proposed deliverable submittals for Owner to review as discrete activities in the schedule.
- 1.4.14. The Contractor's Project Manager, Project Engineer, Construction Superintendent, and Lead Scheduler(s), or similar shall attend the Project Schedule Kickoff Meeting.
- 1.4.15. The Contractor shall demonstrate their logic development to Owner. This logic development shall be a joint effort with representation from Owner. Logic development shall be subject to the review and approval of Owner.
- 1.5. Preliminary (Level 2) Schedule Development
 - 1.5.1. As a follow-up to the schedule kickoff meeting, Contractor will develop a level 2 schedule representing their work and incorporated into the draft Preliminary Schedule. Once this incorporation is complete, a meeting will be held between Owner and the Contractors to review the draft Level 2 Schedule and to agree upon its soundness for issuance as the draft Preliminary Schedule.
 - 1.5.2. The draft Level 2 Schedule including the Contractor and Owner input will be provided within 10 calendar days after the post kickoff schedule meeting. This draft Preliminary Schedule shall show, at a minimum, all work activities planned during the first 30 calendar days after Contract execution.
- 1.6. Baseline (Level 3) Schedule Development:

- 1.6.1. Contractor shall complete and submit a Level 3 Schedule with the added level of detail required to plan and control the different phases of the work, i.e. procurement, construction and startup, as applicable. The Preliminary Schedule shall integrate the added activities with the activities of the draft Preliminary Schedule and shall include all activities and time lines required for project completion. It shall not reflect progress to date, but shall be based on the status when the work started. The schedule shall be reviewed with Owner at a joint review session with all Contractors' Project Managers, Project Engineers, Construction Superintendents, and Lead Scheduler(s).
- 1.6.2. At the joint review, the Contractor shall present an overview of the schedule strategy (to include logic development), a discussion of near-term and high-risk activities, an activity-by-activity review of critical and near-critical activities, and a general discussion of the other activities. The review of the Project Schedule shall cover the approximate duration, and relationship with preceding and succeeding activities. The Contractors shall revise and resubmit the schedule as agreed to between Owner and the Contractor.
- 1.6.3. Upon agreement between Owner and the Contractor, the revised Level 3 Schedule shall become the Baseline Schedule. The Baseline Schedule shall contain no negative float and is subject to standard CPM practices. Minimum requirements are outlined in Section 3 Project Schedule Detail, of this specification. The Baseline Schedule shall be agreed upon by Owner and Contractor. All major work activities not included in the Baseline Schedule shall be identified to the extent possible and have an accompanying explanation on when and how it will be included into the Baseline Schedule.
- 1.6.4. The Baseline schedule will be further enhanced/detailed in phases i.e. procurement, construction, and startup as more details become available.

1.7. Monthly Update Schedules

- 1.7.1. The Contractor shall provide a monthly Level 2 Update Schedule and Narrative Report to reflect the current status of the project. The updated schedule shall show the status of all progressed activities with actual start and finish dates, percent complete, and remaining durations. It shall show, with an accompanying Narrative Report, pending activities including added activities, revised durations, and schedule and Earned Value reporting metrics..
- 1.7.2. The Contractor shall revise the schedule periodically with added, deleted or modified activities that improves the detail and accurately represents the Contractor's plans and actual progress. The use of constraints shall be limited and agreed to before their use. The basic constraints shall consist of project start and project complete. Any other constraints shall be agreed to by the Contractor(s) and Owner before input into the baseline.
- 1.7.3. The Narrative Report shall describe progress and problems during the reporting period. It shall also include anticipated problems for the next period and their solutions, and changes to planned activities.
- 1.7.4. Owner shall jointly review the Updated Schedule with the Contractors' Project Manager, Project Engineer, Superintendent, and Lead Scheduler. Key subcontractors, if applicable, may be brought into this review if deemed necessary by the Contractor and Owner. The Contractor will briefly present the progress from the previous month on all critical and near-

critical activities. The Contractor will also explain any revisions to the schedule, current or expected delays, and answer questions from Owner.

1.7.5.If any critical path activity is behind schedule, the Contractor shall provide, in its Narrative Report, an explanation of the cause and propose remedial measures necessary to get back on schedule. The Contractor shall take such additional steps as are necessary and approved in order to effectively eliminate or minimize such delays and to comply with the schedule.

1.7.6.Refer to the Contract for course of action in situations where the Contractor is behind schedule for non-excusable delays and Owner determines that the Contractor's progress is not sufficient to ensure that the work will be completed within the defined project timeline to support project completion.

1.7.7.Weekly Update Schedule - The Contractor shall submit on a weekly basis, a rolling three week schedule, which illustrates the current week and two weeks ahead.

1.8. Recovery Schedule:

1.8.1.The Contractor shall provide a Recovery Schedule if the project's completion falls behind schedule.

1.8.2.The Recovery Schedule will replace and become the new Baseline Schedule once reviewed and approved with Owner.

2. STAFF REQUIREMENTS

2.1. Scheduler Staffing Requirements

2.1.1.Contractor shall provide a dedicated scheduler and shall be responsible for the development of the baseline and updates.

3. PROJECT SCHEDULE DETAIL

3.1. Scheduling software requirements:

3.1.1.All project schedules shall be developed and maintained using Primavera P6.7 (or other versions in case of upgrading P6.7) on Owner software server.

3.1.2.Owner will provide the requirements, processes, and procedures needed to ensure that all schedulers are able to utilize Owner's Primavera 6.7.

3.1.3.Owner shall provide initial training to Contractor to introduce them to Owners Primavera Policies.

3.2. Schedule Level of Detail / Methodology Requirements:

3.2.1.WBS Structures: The Lead Scheduler shall develop a WBS structure prior to initial schedule submission. This WBS structure shall be enforced by the Lead Scheduler and be required by all scheduling entities entering the project after establishment of the Baseline Schedule. Changes in the agreed upon WBS structure shall only be allowed at the discretion of the Contractor lead scheduler.

- 3.2.2. Activities Descriptions: Each activity shall have a narrative description that positively identifies the work represented.
- 3.2.3. Activity Durations: Activity durations for level 3 schedule shall not exceed 10 business days unless prior approval is obtained by Owner.
- 3.2.4. Procurement Activities: The Schedule must include activities associated with the submittal, approval, procurement, fabrication and delivery of long lead materials, equipment, fabricated assemblies and supplies. A typical procurement sequence includes the string of activities: submit, approve, procure, fabricate and deliver. Activity ID Schemes: Each Contractor shall develop a consistent activity ID scheme prior to initial schedule submission.
- 3.2.5. Activity Coding Structures: The Lead Scheduler shall develop an activity coding structure prior to initial schedule submission. This activity coding structure shall be enforced by the Lead Scheduler and be required by all scheduling entities entering the project after establishment of the Baseline Schedule. Changes in the agreed upon activity coding structure shall only be allowed at the discretion of the Contractor lead scheduler.
- 3.2.6. Project Calendars: Project calendars shall include all holidays and foreseen time-off days that may impact project schedule. Multiple calendars will be allowed based on prior approval.
- 3.2.7. Activities should be cost or resource loaded to support EVM techniques.
- 3.2.8. Total Float: Integration of the Project Schedule shall be complete in that activities with high total float values shall be considered to be improperly sequenced. Proper activity sequence or the additional activities shall be place in the schedule to reduce or eliminate high float as future tasks are defined and added to the baseline schedule instituted whether logic ties cross between subprojects or not.
- 3.2.9. Contractors shall follow early dates of CPM scheduling.
- 3.2.10. All logic changes pertaining to change orders, Contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, and other changes that have been approved will be identified in the Narrative Report and incorporated into the schedule. Owner will only approve logic revisions for the purpose of keeping the schedule valid in terms of its usefulness in calculating a realistic completion date, adjusting logic ties to reflect changing situations of the project, and accurate sequencing of the work.
- 3.2.11. Open Ends: To maintain the validity of a true CPM schedule, there shall only be 2 open ended activities; a "Project Start" or equivalent activity with no predecessor logic; and a "Project Completion" or equivalent activity with no successor logic.
- 3.2.12. Out-of-Sequence Progress shall be revised to represent true work logic or logic of completed tasks.
- 3.3. Schedule Transparency Requirements:
- 3.3.1. Narrative Reports shall accompany all schedule submissions and will describe additions, subtractions, and changes to activities, duration, and sequential logic.

3.3.2. Negative lags shall not be used

3.3.3. All positive lags shall be identified and explained in the Narrative Report. Positive lags shall not be used in instances where an activity will perform the same function.

3.3.4. Start-to-Finish logic ties shall not be used.

3.3.5. Activities with a Start-to-Start successor shall also have a Finish-to-Start or Finish-to-Finish successor.

3.3.6. Constraints, other than those required by the agreement documents, shall not be allowed unless accepted by Owner. Logic shall be incorporated in place of constraints where available.

3.4. Schedule Integrity Requirements:

3.4.1. Open Ends: To maintain the validity of a CPM schedule, there shall only be 2 open ended activities; a "Project Start" or equivalent activity with no predecessor logic; and a "Project Completion" or equivalent activity with no successor logic.

3.4.2. Out-of-Sequence Progress shall be revised to represent true work logic.

3.4.3. Actual Start or Actual Finish shall not be allowed after the data date.

3.4.4. All activities greater than 1 day (not LOE or Milestone) shall have cost or resources assigned.

3.4.5. Activities shall be limited with Large Float to recommended standards.

3.4.6. Activities shall be limited with Large Duration to recommended standards.

[continue to next page]

Table 1: Analysis Data for Schedule Transparency / Integrity

(The following analysis of schedule transparency & integrity will be performed on all Contractor schedules to assure adherence to Owner requirements)

Check	Description	Target
Logic	Activities missing Predecessor or Successor	0%
Lags	Relationships with Lag Duration of less than 0	< 5%
Leads	Relationships with Positive Lag Duration	< 5%
Relationship Type	Majority of Relationships should be Finish to Start	> 90%
Hard Constraints	Constraints that prevent activities from being logic driven	< 1%
Large Float	Activities with total float greater than 44 days	< 5%
Negative Float	Activities with total float less than 0 Days for MEP or 20 days Contractor (per DTE Specs)	< 1%
Large Durations	Activities with greater than 10 days duration	< 5%
Invalid Progress Dates	Activities with actual dates after the data date	< 1%
Late Activities	Activities scheduled to finish later than the projected baseline	< 5%
Resources	Activities greater than 1 day duration have Dollars/ Hours assigned	0%
Critical Path Test	Large Duration impact to front end of CP has 1:1 impact to end of CP	TRUE
Baseline Execution Index- BEI	Completed task/ To be Complete per Baseline	> .95

3.5. Ownership of Float – Free Float available in the schedule shall be owned by the Contractor.

3.5.1 Contractor is to maintain [REDACTED] on critical path at all times.

3.5.2 The remainder of the total float is owned exclusively by Owner.

4. ENGINEERING PROGRESS (IF APPLICABLE TO PROJECT)

- 4.1 Within [REDACTED] of effective date, Contractor shall provide an estimate of the number of drawings it will issue by design discipline and/or engineering intermediate Milestones by discipline for each system for the Project and shall report on a weekly basis the revision and completion status of said drawings or Milestones. Contractor shall also report on its percentage of completion of engineering drawings by comparing its planned with the actual issued for construction drawings. Contractor will provide to Owner reports regarding trends of design engineering progress.

5. CONTRACTOR PROJECT REPORTING

5.1 Daily Reporting/Plan of the Day(POD)

The Contractor shall provide a detailed daily report (or duration as agreed to by Owner) to include Work that was actually started or completed on that day, as well as daily weather; schedule improvements, impediments, or delays encountered; safety issues or events; and other significant events occurring in the reporting period.

The daily report shall be submitted to Owner no later than 10:00 a.m. each day for Work performed the day before. The actual format of the document will be agreed to between Contractor and Owner prior to the start of Work.

5.2 Weekly Reporting

Contractor shall submit to the Owner a weekly status and schedule report that identifies the following:

5.2.1 An Updated Schedule as outlined in section 1.7.

5.2.2 A detailed report indicating the overall status of the Work.

5.2.2.1.1 problem areas

5.2.2.1.2 suggested recovery or mitigation plans

5.2.2.1.3 unresolved Project issues

5.2.2.1.4 Change Orders and their effect on the Work progress

5.2.2.1.5 manpower availability

6. MONTHLY REPORTING

6.1.1. The Contractor shall submit written status reports on a monthly basis, detailing the progress of the Project. The monthly reports must be submitted to the Owner within ten (10) Business Days following the end of each month until the Work is complete.

6.1.2. Monthly Project reports shall include:

6.1.3. Narrative Report: any notable Project accomplishments, setbacks or other events,

- 6.1.3.1.1. corrective actions undertaken,
- 6.1.3.1.2. any safety/environmental issues and / or lessons learned,
- 6.1.3.1.3. list of outstanding issues from previous reports,
- 6.1.3.1.4. Michigan Spend %,
- 6.1.3.1.5. man hours worked (all disciplines), to date and per month reporting.

7. CONTRACTOR UNBILLED LIABILITY FORM

- 7.1. On a monthly basis, Contractor shall prepare and submit a Contractor Unbilled Liability Form in a format agreed to between Contractor and Owner. The unbilled liability form will be submitted to Owner's Project Manager or designee [REDACTED] before the end of each calendar month. This form contains information relevant to a forecast of expenditures to incur for the current month for which the Contractor has not submitted an invoice

8. QUALITY PLAN

- 8.1. The Contractor shall prepare and submit for acceptance by Owner QA/QC Program prior to the start of the Project in concurrence with SWI 16-400-000-0032 Quality Control Process.
- 8.2. This QA/QC Program is intended to document the checkpoints necessary to assure the Owner that the Project delivered meets quality and performance criteria specified. The QA/QC Program also serves as a coordination tool during the course of Work, between the Contractor and the Owner relative to planned audits, inspections, checklist completions, etc. The QA/QC Program may be returned by the Owner for resubmission if any performance, condition or operating test is not covered therein.
- 8.3. The QA/QC Program shall identify equipment, components, procedures and documents to be provided, conducted and/or installed as well as the test, measurement, design parameters, and performance levels to be confirmed for delivery of the complete Project.
- 8.4. The QA/QC Program shall address all quality checkpoints (test, inspection, observation, reviews, processes, etc.) and appropriate timing to ensure the quality of the System and components. These checkpoints shall be incorporated in the overall Project Schedule. The Contractor shall update the dates in the QA/QC Program when appropriate.
- 8.5. Contractor shall follow the requirements set forth in MEP-QSM-01.

9. RISK PLAN

- 9.1. The Contractor shall, prior to the start of the Project provide the following to the Owner:
 - 9.1.1.6.1.1 identify risks,
 - 9.1.2.6.1.2 establish risk resolution plan,
 - 9.1.3.6.1.3 perform qualitative risk analysis
 - 9.1.4.6.1.4 perform quantitative risk analysis and

9.1.5.6.1.5 planned risk response form.

9.2. Contractor shall conduct a monthly risk review meeting.

10. SAFETY PLAN

10.1.1. The Contractor may be required to provide a safety plan

11. WORK PACKAGE PLANNING

11.1. The Contractor shall implement an installation work package process containing the necessary instructions to workers, sufficient for workers to complete activities in an efficient and quality manner meeting the following attributes:

11.1.1. All Installation Work Packages (IWP) shall be substantially planned or sequenced by start of work in implementation phase in Construction Primavera schedule.

11.1.2. IWPs for each crew with an estimated duration of approximately 5 shifts or less.

11.1.3. IWPs are established to assure proper construction sequence is maintained.

11.1.4. IWPs separated by major discipline and/or activity dates (e.g. civil, mechanical, electrical, commissioning, etc.,)

11.2. Each IWP shall specify incremental steps instructions with signoffs for the work crew to follow. Including but not limited to:

11.2.1. Pre-job briefs,

11.2.2. Product Testing Criteria

11.2.3. Acceptance Criteria

11.2.4. Supporting organizations

11.3. IWP package shall include, but not be limited to:

11.3.1. Prerequisites / Work Package predecessors

11.3.2. Major /specialty tools, testing, equipment, etc.)

11.3.3. Materials / parts needed

11.3.4. Estimated time to complete work package

11.3.5. Reference documents necessary for installations including:

11.3.5.1. Drawings

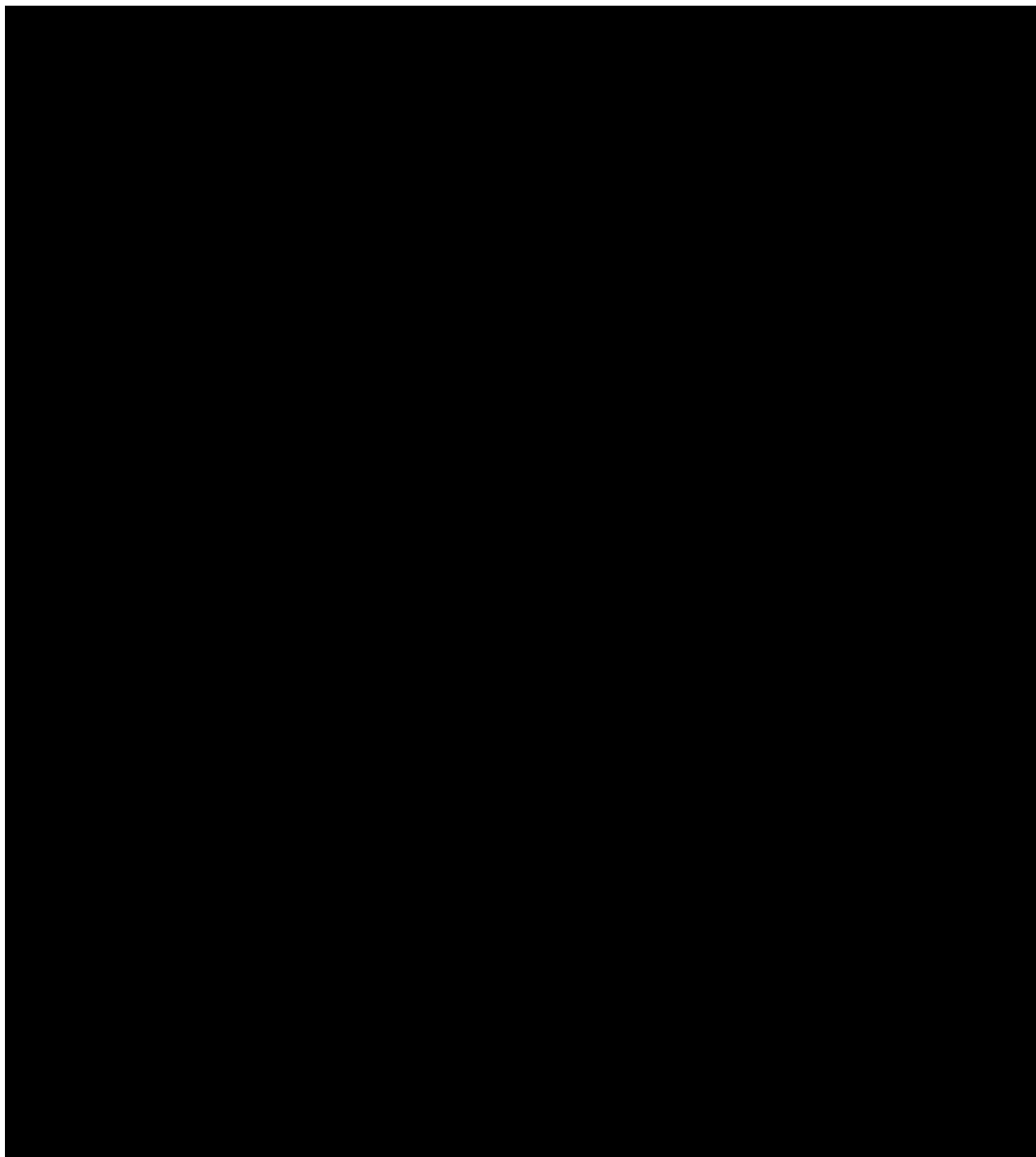
11.3.5.2. Vendor manuals

11.3.5.3. Punchlists

11.3.6. Project schedule updates in addition to the information will be provided weekly to owner and include package completion and percent (%) of each work package

11.4. Work package execution may be re-sequenced to support changes to project scope, schedule, and execution, with notification to Company representation, and reported in updated Primavera schedule.

[REDACTED]



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APPENDIX A
DOCUMENTATION TEMPLATES

Notice of Mechanical Completion

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Date: _____

Attention: _____, DTE Construction Manager

Project Site: _____

In compliance with the Engineering, Procurement and Construction Contract dated _____, the PV Solar system at _____, this notice of mechanical completion is being provided. The system has been installed per engineering drawings, appropriate codes and standards, and/or equipment specification, and the foregoing have been completed:

- (a) Material Procurement Tracking Form
- (b) Field Concrete Checklists
- (c) Major Material Installation Checklist
- (d) Solar Rack Bolt Torque Checklists
- (e) Helical Anchor / Pile Installation Log
- (f) Underground Conduit Checklists
- (g) Electrical Materials Installation Checklists
- (h) Megger Test Form
- (i) DC Voltage Polarity Test
- (j) Soil Testing Report (Use Test Agent Report)
- (k) Concrete Test Reports(Use Test Agent Report)
- (l) Verify AC/DC Wire Size and Fuse Size
- (m) Test Equipment information check list

Agreed to by:

Contractor Date DTE Electric Company Date

(Print Name and Title)(Print Name and Title)

Material Procurement Tracking Form

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Vendor	Delivery Date	Delivery Location	Qty	Description	Shipping Docs Sent to office	Mat'l Rec'd in good order (Yes/No)*	Material Cost (Office Use)

** Material Receipts - Inspector shall note any overages, shortages, or damages on the original shipping documents at the time of delivery. If the materials received are not uncrated or able to be visually inspected at the time of delivery it shall be so noted on the original shipping documents*

Inspection Signature: _____ **Date:** _____

Field Concrete Inspection Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Drawing Number _____

Description of Pour _____

Excavation depth per drawing _____

Form work per drawing _____

Reinforcing steel per drawing

a) Size of reinforcing steel _____

b) Dimensional layout per drawing _____

Concrete Mix design strength _____

Verify concrete mix delivered _____

Slump -within specified range _____

Air entrainment-within specified range _____

Placement of concrete-correct vibration _____

Concrete finish per specification _____

Concrete curing method per specification _____

Comments _____

Subcontractor witness _____

Contractor witness _____

DTE witness _____

Solar Major Material Installation Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Drawing Number _____

Solar Racks- list manufacturer _____

Verify manufacturer's installation procedure

reviewed by craftsmen on site _____

Check bolt sizes and torque requirements _____

Perform torque check on random 10%

(refer to separate checklist) _____

Solar Panels-list manufacturer

and model number _____

Inverter (s)-list manufacturer

and model number _____

Verify manufacturer's installation procedure

reviewed by craftsmen on site _____

Comments _____

Subcontractor witness _____

Contractor witness _____

DTE witness _____

Solar Rack Bolt Torque Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Drawing Number(s): _____

Solar Racks – list manufacturer _____

Verify manufacturer's installation procedure

Reviewed by craftsmen on site

Row #	Attachment point	Bolt Size	Torque Req'd

*Rows are numbered North to South

Comments _____

Subcontractor Witness _____

Contractor Witness _____

DTE Witness _____

Underground Conduit Installation Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Drawing Number _____

Verify trench depth _____

Verify Trench width _____

Verify conduit sizes and quantities _____

Verify joint attachments _____

Verify backfill material per specification _____

Verify installation of underground
wire warning tape at correct depth _____

Redline actual trench location and
dimensions on construction Dwgs _____

Comments _____

Subcontractor witness _____ Date: _____

Contractor witness _____ Date: _____

DTE witness _____ Date: _____

Electrical Material Installation Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Drawing Number _____

Conduit – Type and Size _____

Wire – Type and Size _____

Electrical Disconnects – Type and Size _____

Combiner Boxes – Type and Size _____

Circuit Breakers – Type and Size _____

Fuses – Type and Size _____

Comments _____

Subcontractor witness _____ Date: _____

Contractor witness _____ Date: _____

DTE witness _____ Date: _____

Megger Test Form

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Note: This form is to be used on AC feeders, AC inverter circuits and DC circuits rom combiner box to inverter

*Hi-Pot Test (where applicable) to be provided by firm performing the test.

Location: _____

Air Temp: _____ Humidity: _____

Test at Cable Rated Voltage. Readings are in Meg-

Circuit/Equipment identification	Bus/Wire	(-)	(+)	C to Gnd	A to B	B to C	C to A

Subcontractor witness _____ Date: _____

Contractor witness _____ Date: _____

DTE witness _____ Date: _____

Rack, Module and Combiner Box Grounding Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Quadrant: _____

Resistance Readings (< 25 ohms)

Row #	Rack Grounding	Verified rods connected with #6 conductor	Module Grounding	Verified rods connected with #6 conductor	Combiner Box	Verified rods connected with #6 conductor
1						
2						
3						
4						
5						
6						
7						
8						

* Row # North to South

Subcontractor witness _____ Date: _____

Contractor witness _____ Date: _____

DTE witness _____ Date: _____

DC Voltage Polarity Test Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

MODULES TO COMBINER BOX

String #	Voltage	Polarity	String #	Voltage	Polarity
1			36		
2			37		
3			38		
4			39		
5			40		
6			41		
7			42		
8			43		
9			44		
10			45		
11			46		
12			47		
13			48		
14			49		
15			50		
16			51		
17			52		
18			53		
19			54		
20			55		
21			56		
22			57		
23			58		
24			59		
25			60		
26			61		
27			62		
28			63		
29			64		
30			65		
31			66		
32			67		
33			68		
34			69		
35			70		

DC Voltage Polarity Test Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

MODULES TO COMBINER BOX

String #	Voltage	Polarity	String #	Voltage	Polarity
71			106		
72			107		
73			108		
74			109		
75			110		
76			111		
77			112		
78			113		
79			114		
80			115		
81			116		
82			117		
83			118		
84			119		
85			120		
86			121		
87			122		
88			123		
89			124		
90			125		
91			126		
92			127		
93			128		
94			129		
95			130		
96			131		
97			132		
98			133		
99			134		
100			135		
101			136		
102			137		
103			138		
104			139		
105			140		

DC Voltage Polarity Test Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

MODULES TO COMBINER BOX

String #	Voltage	Polarity	String #	Voltage	Polarity
141			176		
142			177		
143			178		
144			179		
145			180		
146			181		
147			182		
148			183		
149			184		
150			185		
151			186		
152			187		
153			188		
154			189		
155			190		
156			191		
157			192		
158			193		
159			194		
160			195		
161			196		
162			197		
163			198		
164			199		
165			200		
166			201		
167			202		
168			203		
169			204		
170			205		
171			206		
172			207		
173			208		
174			209		
175			210		

DC Voltage Polarity Test Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

COMBINER BOX TO INVERTER

String #	Voltage	Polarity	String #	Voltage	Polarity
1			11		
2			12		
3			13		
4			14		
5			15		
6			16		
7			17		
8			18		
9			19		
10			20		

#6 Ground _____ Connection Checked

Subcontractor witness _____ Date: _____

Contractor witness _____ Date: _____

DTE witness _____ Date: _____

Verification of AC Wire Size and Fuse Size Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

DC WIRE SIZES	Verified? (√)	DC WIRE SIZES	Verified? (√)
CB-1 to INVERTER (see E-601 for wire size)		CB-8 to INVERTER (see E-601 for wire size)	
CB-2 to INVERTER (see E-601 for wire size)		CB-9 to INVERTER (see E-601 for wire size)	
CB-3 to INVERTER (see E-601 for wire size)		CB-10 to INVERTER (see E-601 for wire size)	
CB-4 to INVERTER (see E-601 for wire size)		AC WIRE SIZES	
CB-5 to INVERTER (see E-601 for wire size)		INVERTER to AC (see E-601 for wire size)	
CB-6 to INVERTER (see E-601 for wire size)		AC Disconnect to CT (see E-601 for wire size)	
CB-7 to INVERTER (see E-601 for wire size)		CT Cabinet to XFMR (see E-601 for wire size)	
INVERTER DC FUSES	Fuse size	INVERTER DC FUSES	Fuse size
CB-1 (see drawing E-603)		CB-6 (see drawing E-603)	
CB-2 (see drawing E-603)		CB-7 (see drawing E-603)	
CB-3 (see drawing E-603)		CB-8 (see drawing E-603)	
CB-4 (see drawing E-603)		CB-9 (see drawing E-603)	
CB-5 (see drawing E-603)		CB-10 (see drawing E-603)	

Subcontractor witness _____ Date: _____

Contractor witness _____ Date: _____

DTE witness _____ Date: _____

Test Equipment Information

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Test Name	Device Used	Serial Number	Date Last Calibrated	Comment

Subcontractor witness _____ Date: _____

Contractor witness _____ Date: _____

DTE witness _____ Date: _____

Soil Testing Report (Use Testing Agent Report)

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Use report provided by testing agent

Concrete Test Report (Use Testing Agent Report)

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Use report provided by testing agent

Current Test – String and Feeder to Inverter Checklist

Project Name and Number: _____

Client: _____

Project Manager: _____

Project Site Sponsor: _____

Contractor: _____

Date: ____/____/____

Combiner Box Number _____

Inverter Number _____

Temperature _____

Verify Disconnect Switch Closed ☐

Verify String Fuses Closed ☐

Modules to CB

String #	Amperage	Radiance Reading	String #	Amperage	Radiance Reading
1			13		
2			14		
3			15		
4			16		
5			17		
6			18		
7			19		
8			20		
9			21		
10			22		
11			23		
12			24		

CB to INVERTER

Feeder	Amperage	Radiance Reading	Comments

Subcontractor witness _____ Date: _____

Contractor witness _____ Date: _____

DTE witness _____ Date: _____

Notice of Substantial Completion

Date:

Attention:

Project Site:

Please accept this notification of Substantial Completion of Purchase Order:

Please be notified that as of _____, the installation of the PV Solar System has reached the point of Substantial Completion.

This is based on the following:

- The project Mechanical Completion document was submitted to DTEE on _____, and accepted on _____.
- The Start-Up and Commissioning of the System was performed on _____, and the AC testing was performed on _____. The commissioning of the inverter was completed by _____ on _____. The testing commissioning results as shown below are included with this transmittal.
 - CT Installation Verification – Date
 - Inverter Start Up Checklists – Date
 - _____ Inverter Commissioning Reports – Date
 - Current Test – String and Feeder to Inverter – Date
 - Test Equipment Information – Date
 - Infrared Thermal Check Reports – Date
- The PV solar array has been in full operation since _____.
- The project Punch List, dated, agreed upon by DTE and _____ and signed _____, has captured open items. **Final signoff will be acknowledged upon completion of all punch list items and provided all project documentation in accordance with the contract.**

The items above have been completed as stated, and the solar PV array is operating successfully in a satisfactory manner.

Agreed to by:

Inovateus Solar

Date

DTE Electric Company

Date

(Print Name and Title)

(Print Name and Title)

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion)	
regarding the regulatory reviews, revisions,)	
determinations, and/or approvals necessary for)	Case No. U-17793-SOLAR
DTE ELECTRIC COMPANY to fully comply)	(Paperless e-file)
with Public Acts 295 of 2008.)	
_____)	

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

Estella R. Branson, being duly sworn, deposes and says that on the 9th day of November, 2015, she served a copy of DTE Electric Company's Application For Ex Parte Approval of 2016 Solar Engineering, Procurement and Construction Contract, Affidavit of Harry Stansell, Jr. and Affidavit of Rosemary Smalls-Tilford upon the persons on the attached service list via electronic mail.

Estella R. Branson

Subscribed and sworn to before me
this 9th day of November, 2015.

Karyn B. Kazyaka, Notary Public
Macomb County, MI
My Commission Expires: 7-21-2017
Acting in Wayne County

MPSC CASE NO. U-17793

ADMINISTRATIVE LAW JUDGE

Dennis Mack, ALJ
7109 W. Saginaw Hwy
Lansing, MI 48917-1120
mackd2@michigan.gov

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