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CITY of NOVI CITY COUNCIL

Agenda Item B December 4, 2017

SUBJECT: Approval of a Street Light Purchase Agreement with DTE Energy for the installation and ongoing operation costs of 29 street lights at 16 intersections throughout the City to enhance intersection safety as part of the 2017 Novi Intersection Improvements project.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL:

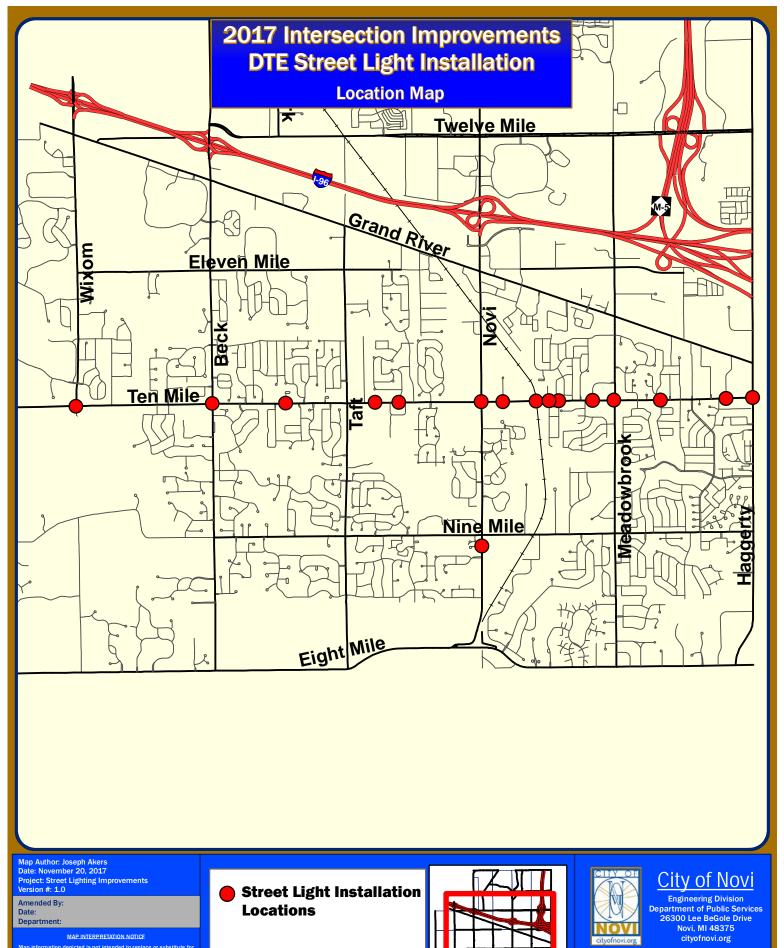
EXPENDITURE REQUIRED	\$ 45,483.10 (Street Light Installations)					
	\$ 7,914.95 (Street Light Operating Costs)					
	\$ 53,398.05 TOTAL					
AMOUNT BUDGETED	\$115,000.00 (Street Light Installations)					
	\$152,000.00 (Street Light Operating Costs)					
LINE ITEM NUMBER	101-442.10-924.050 (Street Light Installations)					
	101-442.20-924.000 (Street Light Operating Costs)					

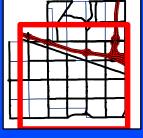
BACKGROUND INFORMATION:

The Department of Public Services (DPS) has identified 16 intersections that would benefit from overhead lighting. DTE Energy's attached proposal enhances intersection safety by adding 29 new LED street lights. The installation of these street lights would be a continuation of those approved for installation at the June 19, 2017 City Council meeting. The costs shown in the DTE Energy proposal are based upon the Option 1 Municipal Street Light Rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost to be paid by the City, which is in the amount of \$69,227.95. As part of this project, DTE Energy will issue to the City an upfront credit based on three years of projected lamp charges, in the amount of \$23,744.85. The three-year revenue credit lowers the total contribution from the City to \$45,483.10.

In order to facilitate installation of the street lights, DTE Energy is requesting approval and execution of the attached Purchase Agreement. The agreement requires the City to pay the total installation cost of \$45,483.10 and an ongoing annual operating cost of \$7,914.95 for operation and maintenance of the street lights. As with all other street light installations, the City pays DTE Energy directly. The agreement has been reviewed and recommended for approval by Engineering staff and the City Attorney.

RECOMMENDED ACTION: Approval of a Street Light Purchase Agreement with DTE Energy for the installation and ongoing operation costs of 29 street lights at 16 intersections throughout the City to enhance intersection safety as part of the 2017 Novi Intersection Improvements project.





1 inch = 3,803 feet





November 20, 2017

City of Novi Attn: George Melistas 26300 Lee BeGole Drive Novi, MI 48375

Re: Proposed Street Lighting – 2017 Novi Intersection Improvements – Phase 2

We have completed our review of your request for street lighting and have prepared a cost estimate for the installation of 29 new street lights. Street light locations are based on our recent meeting at your offices. The estimate assumes overhead fed stock Autobahn LED fixtures mounted on steel arms attached to existing or new wood poles. If an existing wood pole is not available for installation of a street light or installation of a new wood pole is not practical, DTE assumes a stock 30' black direct buried fiberglass pole with a stock black Autobahn LED fixture. The street light fixture wattage varies between either 135 watt LED and 280 watt LED depending on location. Please see attached preliminary sketches by location to provide further detail.

The costs are based on the Option 1 Municipal Street Light rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost be paid by the customer, which is determined by the following formula.

29 Street Light fixtures mounted on 29 Poles (13 - Overhead fed & 16 - Ornamental Underground fed)

Annual Operating Cost	\$7,914.95
Cost to Construct	\$72,234.17
Three Year Revenue Credit	(\$23,744.85)
Phase 1 Overage Credit	(\$3,006.22)
Contribution from City of Novi	\$45,483.10

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. After installation, the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment for the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installations. Feel free to contact me with any questions at 734-397-4188.

Regards,

Lance Alley

Lance Alley Account Manager DTE Energy - Community Lighting

PRIORITY	CHILD WORK ORDER	LOCATION DESCRIPTION	PROPOSED OH/UG	WATTAGE	# OF LIGHTS	COST ESTIMATE	RCOC PERMIT COST	ANNUAL OPERATING COST	3 YEAR REVENUE CREDIT	UP-FRONT CIAC TOTAL	NOTES
1	48373389	10 Mile & Haggerty	OH & UG	280	1-OH & 1-UG	\$4,035.96	\$90.00	\$574.55	\$1,723.65	\$2,402.31	W side of Haggerty is Novi - E side of Haggerty is Farmington Hills
2	48373389	10 Mile & Meadowbrook	OH & UG	280	1-OH & 3-UG	\$10,436.43	\$90.00	\$1,302.71	\$3,908.13	\$6,618.30	Existing 250W HPS on NE corner W2770 to be updgraded to LED plus new
3	48373389	10 Mile & Beck	OH & UG	280	1-OH & 3-UG	\$11,896.51	\$90.00	\$1,302.71	\$3,908.13	\$8,078.38	Existing 250W HPS on NE corner OAS19 to be updgraded to LED plus new
4	48373389	10 Mile & Wixam	OH & UG	280	1-OH & 3-UG	\$12,567.68	\$90.00	\$1,302.71	\$3,908.13	\$8,749.55	Existing 250W HPS on NE corner OW118 to be updgraded to LED plus new
5	48373389	10 Mile & CSX Railroad	OH	135	1-OH	\$1,366.54	\$90.00	\$166.85	\$500,55	\$955.99	West of Chipmunk Trail
6	48373389	10 Mile & Wildcat Dr (HS)	UG	135	1-UG	\$4,558.92	\$90.00	\$321.77	\$965.31	\$3,683,61	Entrance to Novi High School
7	48373389	10 Mile & E City Hall Entrance	UG	135	2-UG	\$4,985.96	\$90.00	\$643.54	\$1,930.62	\$3,145.34	45175 W 10 Mile - Replace SL at W entrance with LED plus new
8	48373389	10 Mile & Catherine Industrial	UG	135	1-UG	\$3,625.69	\$90.00	\$321.77	\$965.31	\$2,750.38	
9	48373389	10 Mile & Karim Blvd	OH	135	1-OH	\$2,156.75	\$90,00	\$166.85	\$500.55	\$1,746.20	
10	48373389	10 Mile & Ripple Creek	ОН	135	2-OH	\$2,419.15	\$90.00	\$333.70	\$1,001.10	\$1,508.05	Existing 100W HPS suspension W2774 to be RP with LED plus new
11	48373389	10 Mile & Pheasant Run	UG	135	1-UG	\$4,102.97	\$90.00	\$321.77	\$965.31	53,227.66	
12	48373389	10 Mile & Chipmunk Trail	ОН	135	2-OH	\$2,720.06	\$90.00	\$333.70	\$1,001.10	\$1,808.96	
13	48373389	10 Mile & Homestead Ct	OH	135	1-OH	5778.01	\$90,00	\$166.85	\$500.55	\$367.46	
18	48373389	Novi Rd & Vero Ct	ОН	135	1-OH	\$840.65	\$90.00	\$166.85	\$500,55	\$430,10	
19	48373389	10 Mile & Novi	ОН	135	1-OH	\$977.10	\$90.00	\$166.85	\$500.55	\$566.55	Upgrade exist SL at NE corner to LED, Green teardrops on ATS's not DTE
20	48373389	10 Mile & Manor Park	UG	135	1-UG	\$3,325.79	\$90.00	\$321.77	\$965.31	\$2,450.48	
				Total =	29	\$70,794.17	\$1,440.00	\$7,914.95	\$23,744.85	\$48,489.32	

GRAND TOTAL = \$45,483.10 Up-Front CIAC Total of \$48,489.32 minus \$3,006.22 credit from Phase 1)



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331 Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela esaarela@jrsjlaw.com

www.jrsjlaw.com

November 20, 2017

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

Re: DTE Energy - Purchase Agreement for 2017 Novi Intersection Improvements

Dear Mr. Melistas:

We have received and reviewed the Purchase Agreement, dated November 20, 2017, for Municipal Street Lighting (Work Order 48228849), and attachments, for the installation of 29 street lights at various intersections along Ten Mile Road within the City. The Purchase Agreement is a standard form agreement prepared by **The Detroit Edison Company ("DTE")** for use in projects for installation and maintenance of new street lighting. It references and incorporates the terms of the Master Agreement for Municipal Street Lighting entered into between the City and DTE Energy on September 16, 2013. The Master Agreement controls the terms of installation and maintenance, generally, such as terms of payment, rates, maintenance responsibilities, term, liability, warranties and general contract provisions, including such things as choice of law and notices.

The Purchase Agreement includes the more specific information relating to each particular project, including total estimated project cost, project location, project specifications, and special order information.

The terms of the Master Agreement apply to each Purchase Agreement for individual projects. The Master Agreement was previously revised to satisfactorily address an issue we raised with the liability provisions in the Agreement.

The Purchase Agreement and Master Street Lighting Agreement are in DTE's standard format and we see no legal impediment to approval of the agreements.

Please feel free to contact me with any questions or concerns in regard to this matter.

George Melistas, Senior Engineering Manager November 20, 2017 Page 2

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Elizabeth Kudla Saarela

EKS

C:

Cortney Hanson, Clerk Joey Mathias, Graduate Engineer Joseph Akers, Staff Civil Engineer Thomas R. Schultz, Esquire

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "<u>Agreement</u>") is dated as of November 20, 2017 between The Detroit Edison Company ("<u>Company</u>") and City of Novi ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated September 16, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

DTE Work Order	48228849						
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A						
Location where Equipment will be installed:	16 various intersection locations in City of Novi, as more fully described on the maps attached hereto as Attachment 1 .						
Total number of lights to be installed:	29						
4. Description of Equipment to be installed (the "Equipment"):	Overhead (OH) Install (9) – 135watt and (4) – 280watt stock Au fixtures with black housings mounted on existin poles. Underground (UG) Install (6) – 135watt and (10) – 280watt stock A fixtures with black housings mounted on stock buried fiberglass poles.	g or new wood autobahn LED					
5. Estimated Total Annual Lamp Charges	\$7,914.95						
Computation of Contribution in aid of	Total estimated construction cost, including \$69,227.95 labor, materials, and overhead:						
Construction ("CIAC	Credit for 3 years of lamp charges:	\$23,744.85					
Amount")	CIAC Amount (cost minus revenue)	\$45,483.10					
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreemen	t					
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.						
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) YES NO If "No", Customer must sign below and acknowlighting design does not meet JESNA recommendations. Signature:	nded practices					
10. Customer Address for Notices:	City of Novi 26300 Lee BeGole Dr Novi, MI 4837 Attn: George Melistas						

11. Special Order Material Terms:							
All or a portion of the Equipment consists of special order material: (check one) TYES NO							
If "Yes" is checked, Customer and Company agree to the following additional terms.							
A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.							
B. Customer will maintain an initial inventory of at least N/A posts and N/A luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.							
C. The inventory will be stored atN/A Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:							
Name:N/A Title:N/A							
Phone Number:N/A							
The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.							

- D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.
- In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.
 - Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

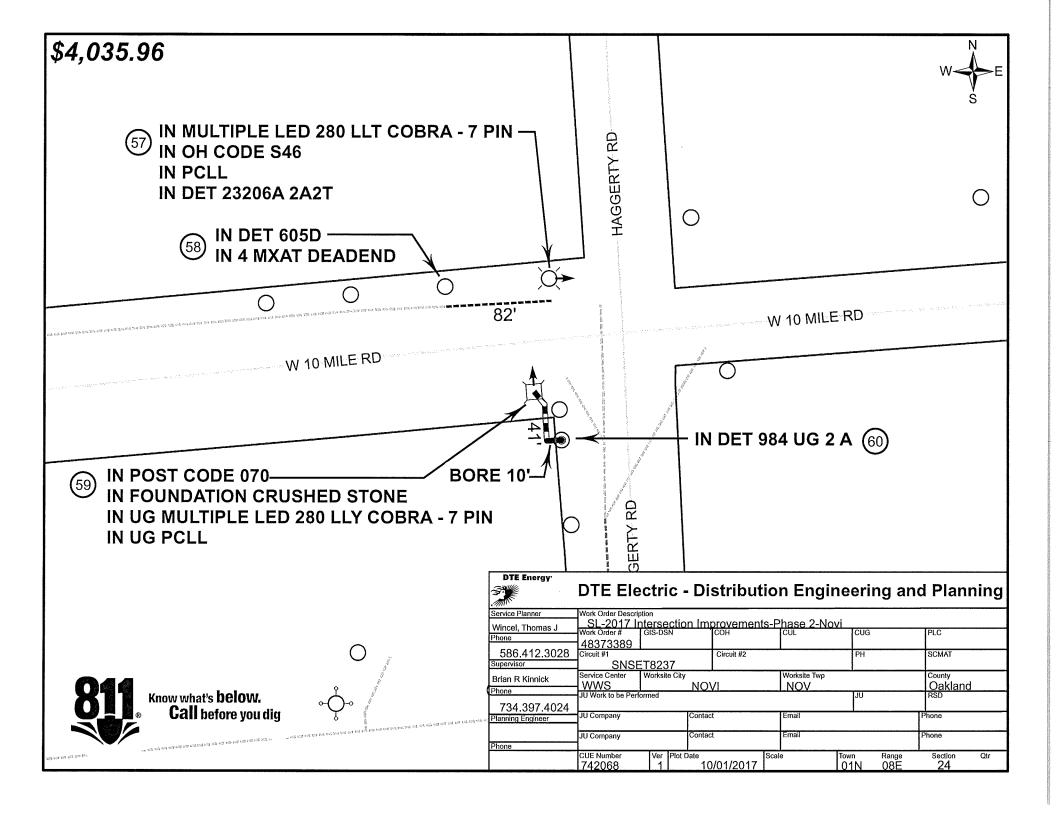
All or a portion of the Equipment consists of EEL	T: (check one) XYES NO							
If "Yes" is checked, Customer and Company agree to the following additional terms.								
	e EELT equipment has been calculated by the ergy and maintenance cost expected with the st.							
B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.								
*******	******							
Company and Customer have executed this Purchase Agreement as of the date first written above.								
Company:	Customer:							
The Detroit Edison Company	City of Novi							
By:	Ву:							
Name:	Name:							
Title:	Title:							

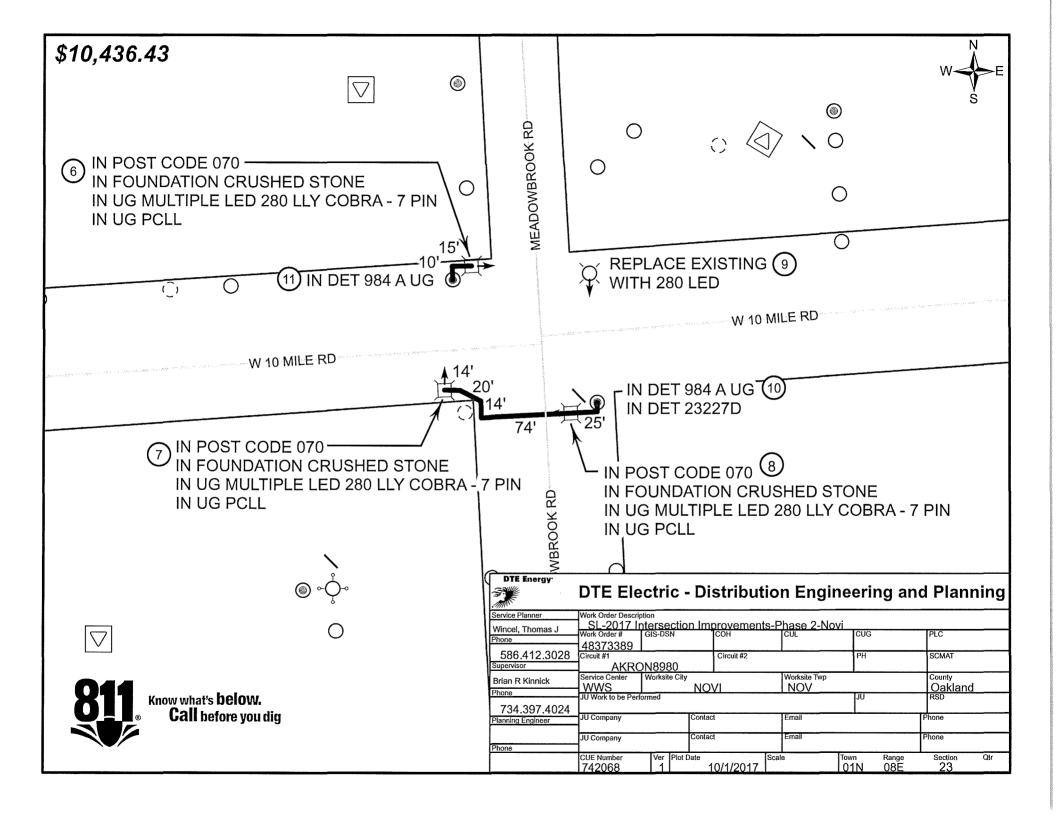
12. Experimental Emerging Lighting Technology ("EELT") Terms:

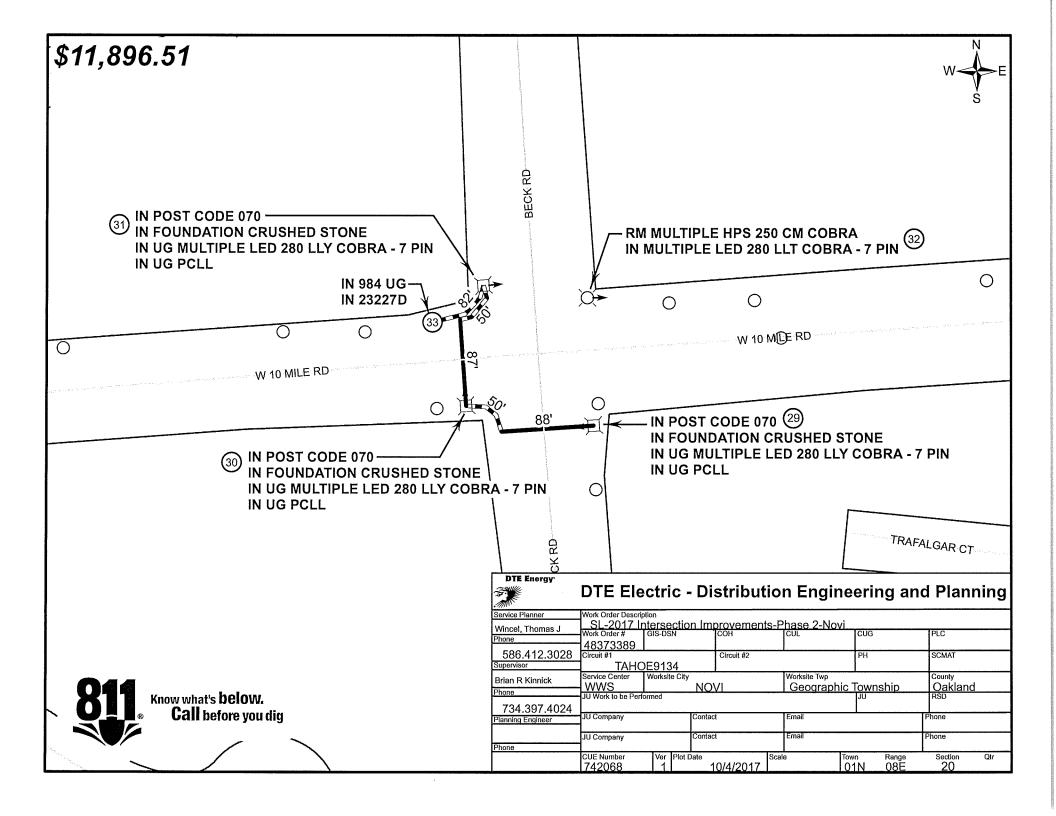
Attachment 1 to Purchase Agreement

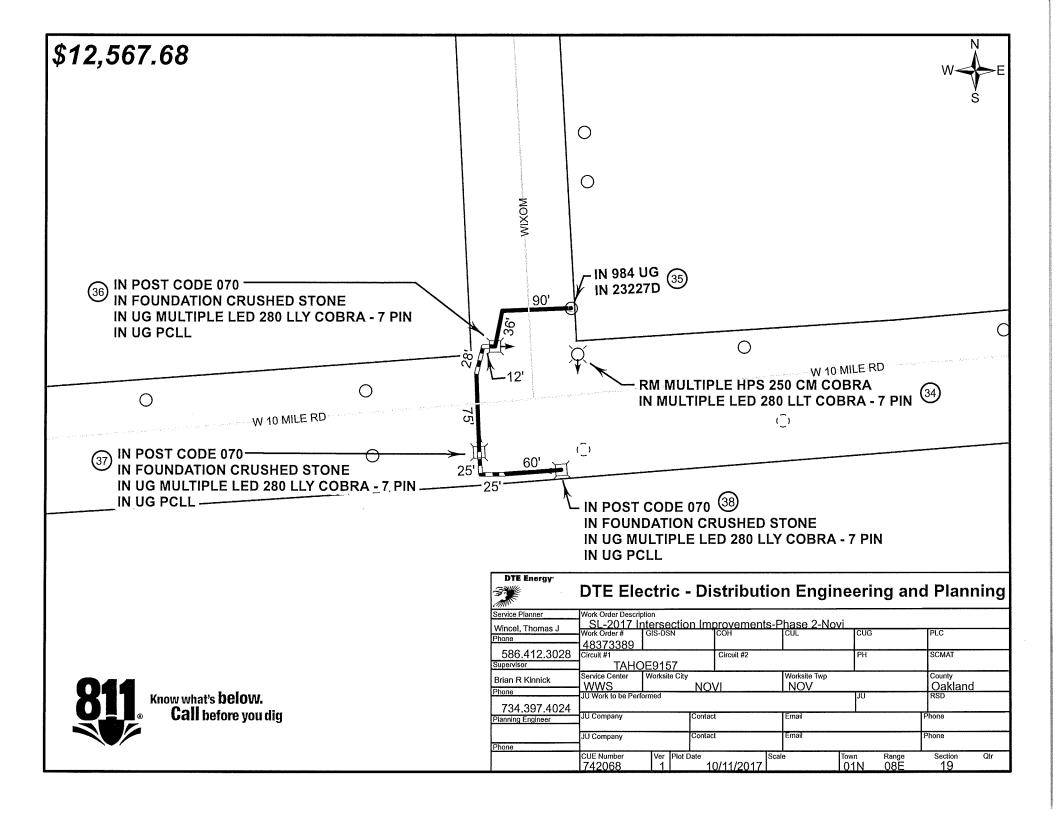
Map of Location

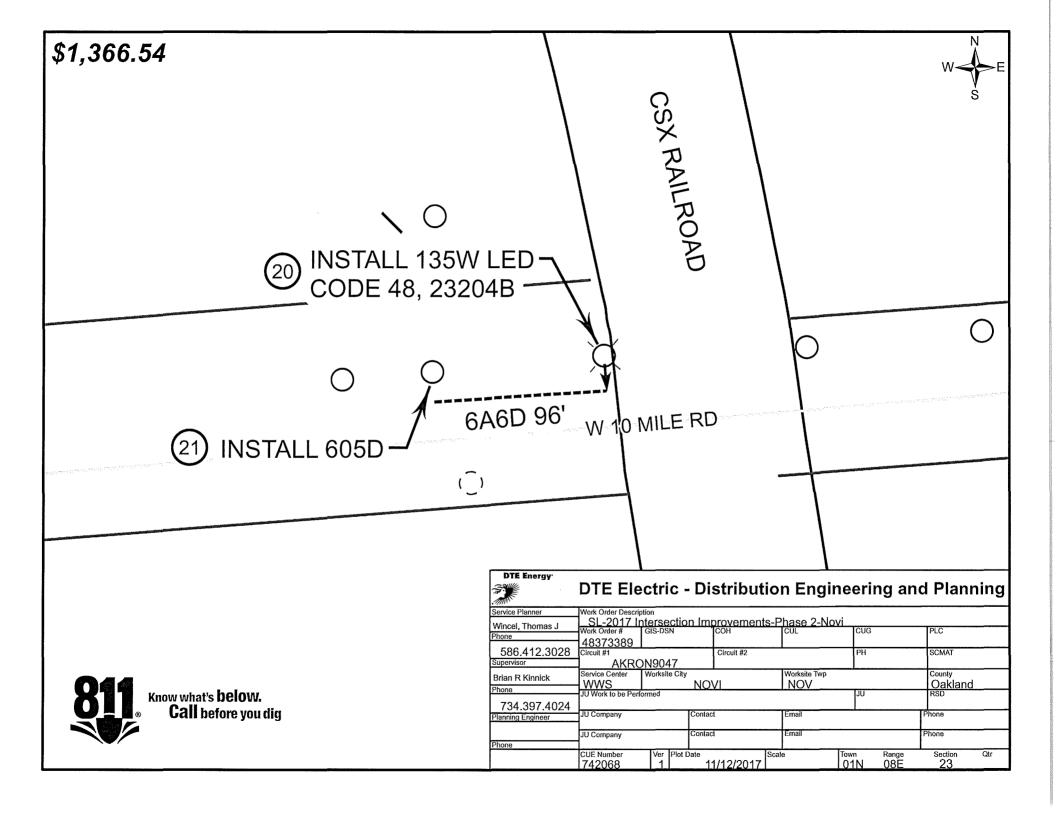
[To be attached]

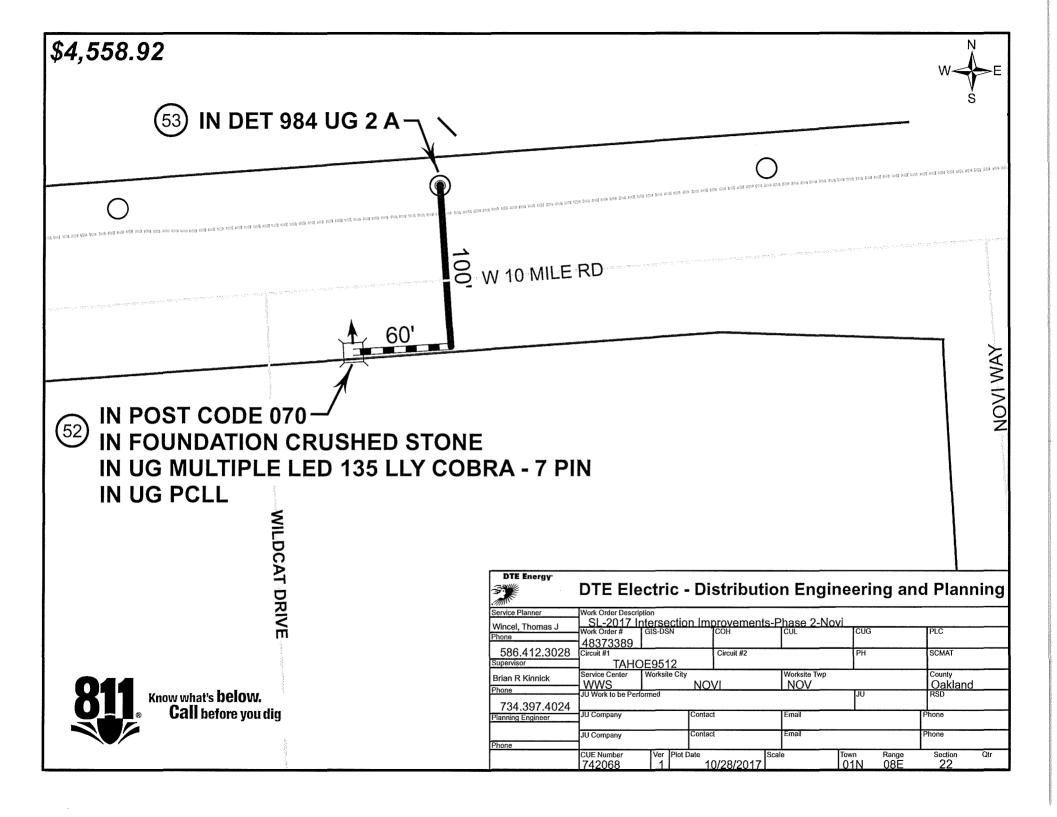


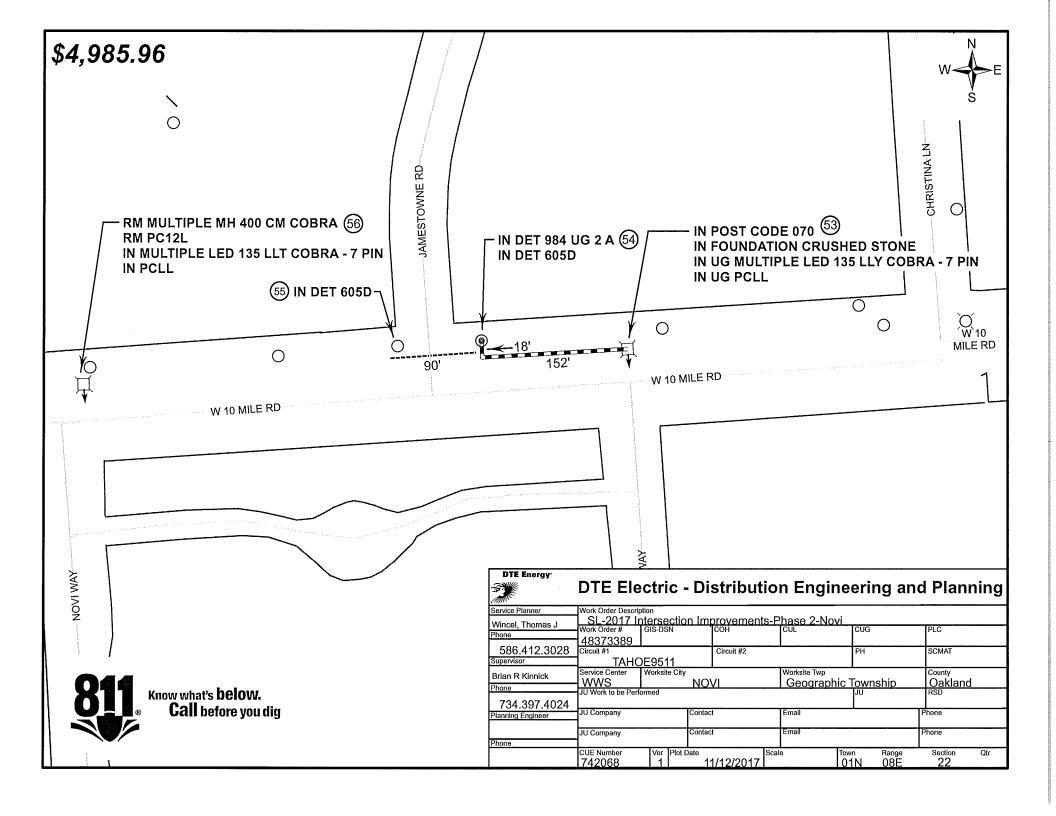


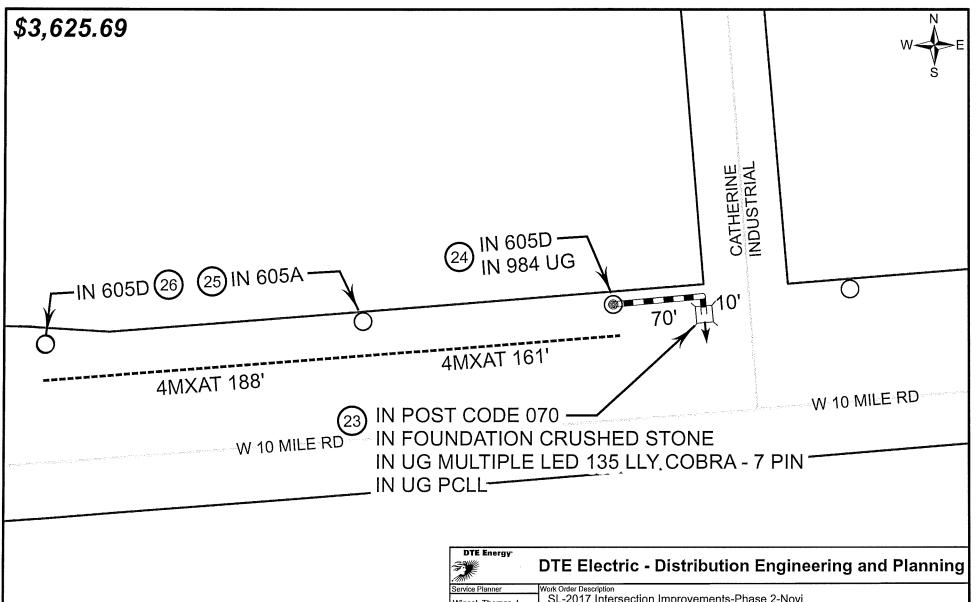














DTE Energy	DTE Ele	ctri	c - Di	stribut	tio	n Engi	neer	ing an	ıd Plan	ning	
Service Planner	Work Order Descrip										
Wincel, Thomas J	SL-2017 Ir	iterse	ction Imp)VÍ				
Phone	Work Order #	GIS-DS	N	сон	- 1	CUL	CUG	3	PLC		
	148373389										
586.412.3028	Circuit #1			Circuit #2			PH		SCMAT		
Supervisor	TAHO	E951	2						1		
Brian R Kinnick	Service Center	Worksit	e City	•		Worksite Twp		County			
	√lwws l		NO/	VI NOV					Oakland	Oakland	
Phone					JU		RSD				
734,397,4024											
Planning Engineer					Contact Email				Phone	Phone	
	JU Company		Contac	t		Email			Phone	Phone	
Phone	1		- 1								
	CUE Number	Ver	Plot Date		Scale)	Town	Range	Section	Qtr	
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