

**CITY of NOVI CITY COUNCIL**

**Agenda Item D  
June 22, 2015**

**SUBJECT:** Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of two street lights to be installed at two Novi Road/Interstate 96 locations.

**SUBMITTING DEPARTMENT:** Department of Public Services – Field Operations Division *M.W.* *GA*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 4,600</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 0</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 4,600</b>
<b>LINE ITEM NUMBER</b>	<b>101-442.00-924.000 (Street Light Installations)</b>

**BACKGROUND INFORMATION:**

Two high traffic locations that could benefit from the addition of standard street lights on the north and south side of the Novi Road overpass have been identified. The locations are adjacent to the I-96 eastbound entry ramp and the I-96 westbound exit ramp, as shown on the attached map (location 2 and location 3).

Field Operations staff worked with Detroit Edison to determine the appropriate locations and to obtain estimated installation and ongoing operation costs. The new street lights will be underground fed cobra head fixtures on standard posts.

In order to facilitate the installation of the lights at the interchange, Detroit Edison Company is requesting approval and execution of the attached Master Agreement and Purchase Agreement. The Detroit Edison Agreements require the City to pay the total installation cost of \$4,600.00, and an ongoing annual lamp charge of \$887.00 for operation and maintenance of the street lights.

It is anticipated that street light installation will take place in the fall of 2015.

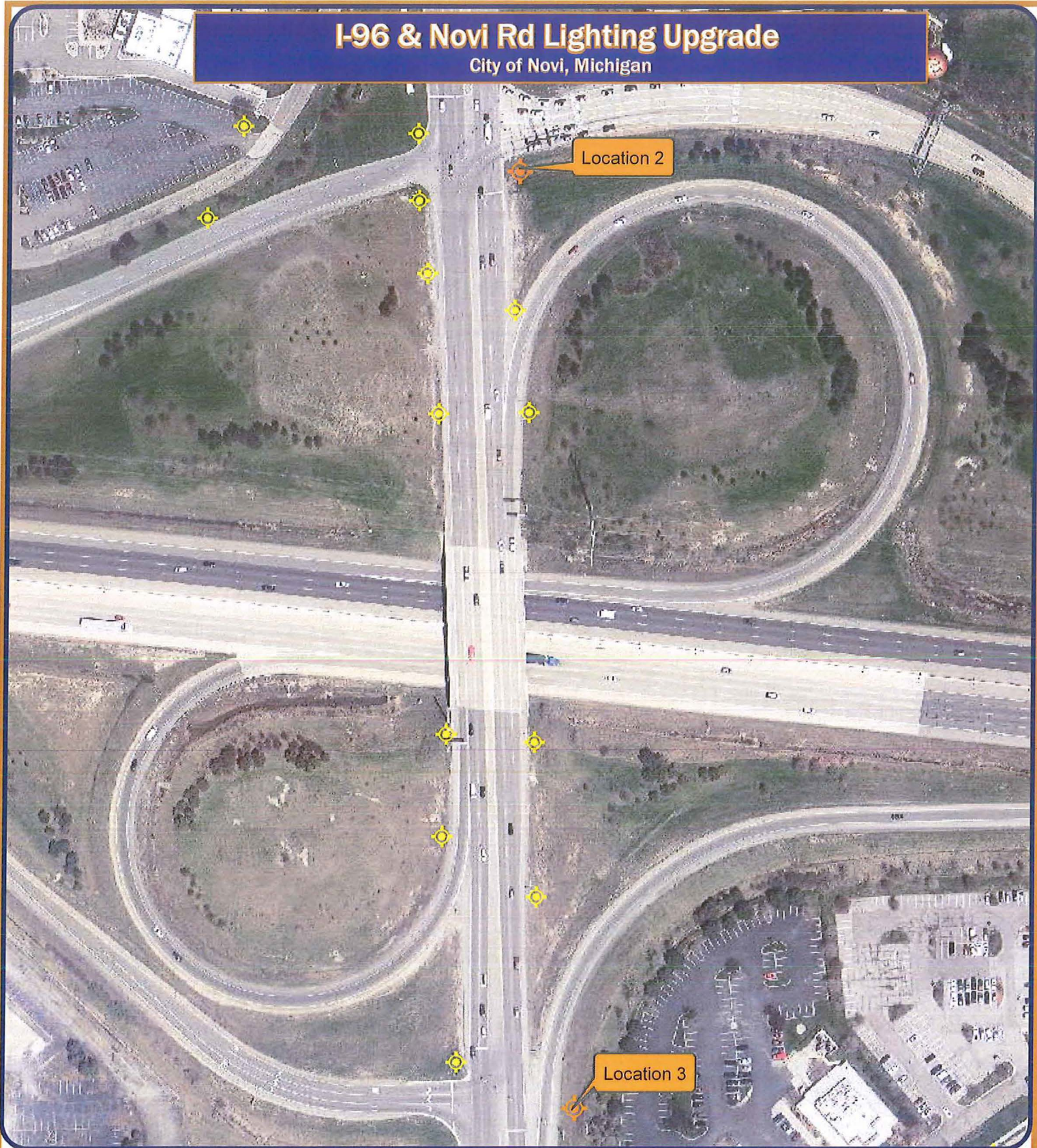
**RECOMMENDED ACTION:** Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of two street lights to be installed at two Novi Road/Interstate 96 locations.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Markham</b>				

	1	2	Y	N
<b>Council Member Mulch</b>				
<b>Council Member Poupard</b>				
<b>Council Member Wrobel</b>				

# I-96 & Novi Rd Lighting Upgrade

City of Novi, Michigan





Map Author: Keri Blough  
Date: June 15, 2015  
Project: Street Light Upgrade  
Version #: 1.0

Amended By:  
Date:  
Department:

#### MAP INTERPRETATION NOTICE

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

#### Map Legend

-  Existing Street Light
-  Proposed Street Light



**City of Novi**

Department of Public Services  
Field Operations Division  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org



1 inch = 174 feet



**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of [March 30, 2015] between The Detroit Edison Company ("Company") and [City of Novi] ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated [March 4, 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:

1. DTE Work Order Number:	[38230336]	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: [##### or N/A]	
2. Location where Equipment will be installed:	[Novi Road and I -96 ramps, As more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	[Two]	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	[400w HPS Cobra fixtures on the Code 06 posts.]	
5. Estimated Total Annual Lamp Charges	\$887.00	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$7,679.00
	Credit for 3 years of lamp charges:	\$3,079.00
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$4,600.00</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
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 twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices  _____	
10. Customer Address for Notices:	[26300 Lee Begole Drive] [Novi, MI 48375] [Matt Wilktorowski]	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one)  YES  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   0   posts and   0   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's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at \_\_\_\_\_.  
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: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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.

E. 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.

F. 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.

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

All or a portion of the Equipment consists of EELT: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

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 C replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

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Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

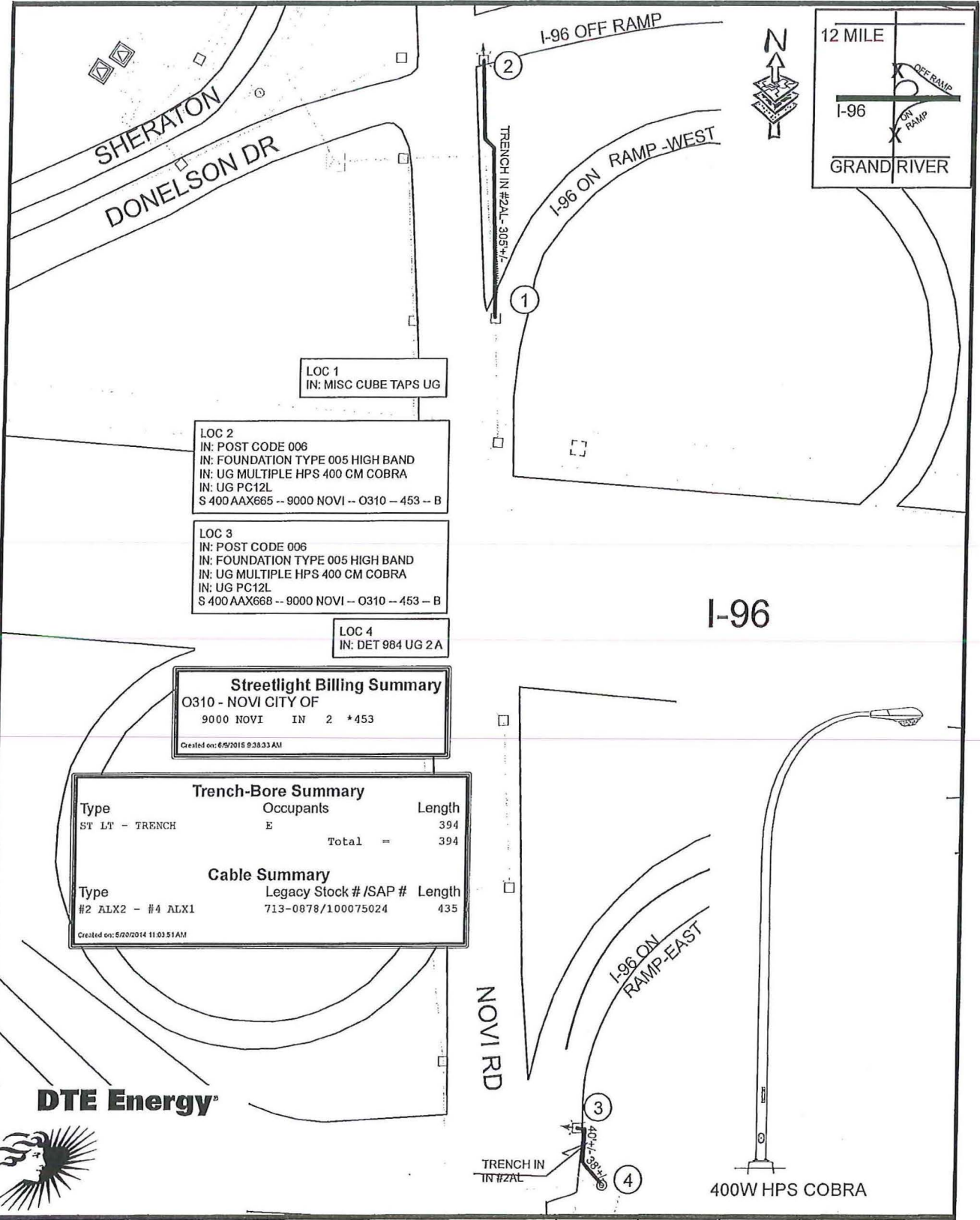
Customer:

[City of Novi]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



LOC 1  
IN: MISC CUBE TAPS UG

LOC 2  
IN: POST CODE 006  
IN: FOUNDATION TYPE 005 HIGH BAND  
IN: UG MULTIPLE HPS 400 CM COBRA  
IN: UG PC12L  
S 400 AAX665 -- 9000 NOVI -- 0310 -- 453 -- B

LOC 3  
IN: POST CODE 006  
IN: FOUNDATION TYPE 005 HIGH BAND  
IN: UG MULTIPLE HPS 400 CM COBRA  
IN: UG PC12L  
S 400 AAX668 -- 9000 NOVI -- 0310 -- 453 -- B

LOC 4  
IN: DET 984 UG 2 A

**Streetlight Billing Summary**  
O310 - NOVI CITY OF  
9000 NOVI IN 2 \*453  
Created on: 6/9/2015 9:38:33 AM

Trench-Bore Summary		
Type	Occupants	Length
ST LT - TRENCH	E	394
Total =		394

Cable Summary		
Type	Legacy Stock # /SAP #	Length
#2 ALX2 - #4 ALX1	713-0878/100075024	435

Created on: 5/20/2014 11:03:51 AM

**DTE Energy**



Work Order # 38336900	Work Order Description NBUS 2 UG Novi Rd at I-96 - Novi	GIS-DSN 38336901	SRW	RSD	PH	PLC		
Service Center	Circuit #1	Circuit #2	COH	COS	CUG 38336911	CUL 38336910		
Worksite City	Worksite Twp.		Worksite County			SCMAT		
Town	Range	Section	Qtr	Planner Name Lee, Linda K 734-397-4169	CUE Request # 400660	Version 1	Plot Date 6/9/2015	Scale