City of Birmingham
A Walkable Community

MEMORANDUM

Engineering Dept.

DATE: **April 16, 2015**

TO: **Joseph Valentine, City Manager**

FROM: **Paul T. O'Meara, City Engineer**

SUBJECT: **Chester St. Structure Street Improvement Project**
DTE Energy Street Light Order

At the meeting of April 13, 2015, the City Commission approved the award for construction of the work known as the Chester St. Structure Street Improvement Project. A large component of that job is the reconfiguration of Martin St. between Southfield Rd. and Chester St. so that it can now function as a two lane through street. The new street will have a new City sidewalk meeting our normal streetscape pavement standards on its north side for pedestrians. Along the south frontage of the parking structure, landscaping is proposed between the building and the sidewalk, to soften the large expanse of building, and improve the aesthetics of the area. The addition of six DTE maintained street lights will help light this area, and help make it look more completely like a new City street.

On the south side, when the Baldwin House was constructed in 1993, its north frontage was onto the vacated Martin St. right-of-way (not public right-of-way). In an attempt to have the outside lighting of the building match the theme being used in downtown, the architect specified the installation of three street lights on the Baldwin House's north yard, west of its parking lot. The lights are similar, but clearly different than the lights that are part of the City's street lighting system. Now that this yard area is City right-of-way (as dedicated for free by the Baldwin House), and in an effort to maintain the current light levels of this area, it may be appropriate to remove these private lights, and have them replaced with three City street lights that will match the ones on the north side of the street.

Per our request, DTE Energy has prepared a proposal to have their contractor install new underground wiring, as well as foundations and hardware to add nine new lights on the new improved Martin St., as shown on the attachments. Six of the lights will be for the Chester St. frontage, while the other three would be on the south side to remove private lighting that should no longer be located in this newly acquired right-of-way. Once the City removes the existing pavement in the area, DTE will work with our contractor to complete this part of the project.

It is recommended that the City authorize DTE Energy to install nine new street lights on Martin St. between Southfield Rd. and Chester St. at a cost of $41,712.29, or $4,634.70 each. Based on previous estimates for work of this nature, this cost is quite reasonable. All costs will be charged to the Parking System, since this project is directly related to modifications to the Chester St. Parking Structure.

SUGGESTED RESOLUTION:

To authorize the issuance of a purchase order in the amount of $41,712.29 to DTE Energy, for the manufacture, shipment, and installation of 9 street lights with associated wiring for the Chester St. Structure Street Improvement Project. The work will be funded by the Auto Parking System, charged to account 585-538.008-981.0100.

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 7, 2015 between The Detroit Edison Company ("Company") and City of Birmingham ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated October 17, 2012 (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:	42715155	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Along Martin St, West of Chester St as more fully described on the map attached hereto as Attachment 1.	
3. Total number of lights to be installed:	9	
4. Description of Equipment to be installed (the "Equipment"):	Install 9 – Green Hadco Birmingham style 86 watt LED fixtures on Green Hadco Birmingham style posts on a foundation. The 3 customer owned posts along the South side of Martin St to be removed by others and replaced with Green Hadco Birmingham style posts and lights.	
5. Estimated Total Annual Lamp Charges	$2,823.57	
6. Computation of Contribution in aid of Construction ("CIAC Amount")	Total estimated construction cost, including labor, materials, and overhead:	$50,183.00
	Credit for 3 years of lamp charges:	$8,470.71
	CIAC Amount (cost minus revenue)	**$41,712.29**
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 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 acknowledge that the lighting design does not meet IESNA recommended practices **Signature**: _____	
10. Customer Address for Notices:	City of Birmingham 151 Martin St, PO Box 3001 Birmingham, MI 48012 Attn: Paul O'Meara	

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 **1 post** and **1 luminaire** 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 City of Birmingham DPW Yard. 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: Paul O'Meara Title: City Engineer

Phone Number: 248-530-1840 Email: pomeara@bhamgov.org

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

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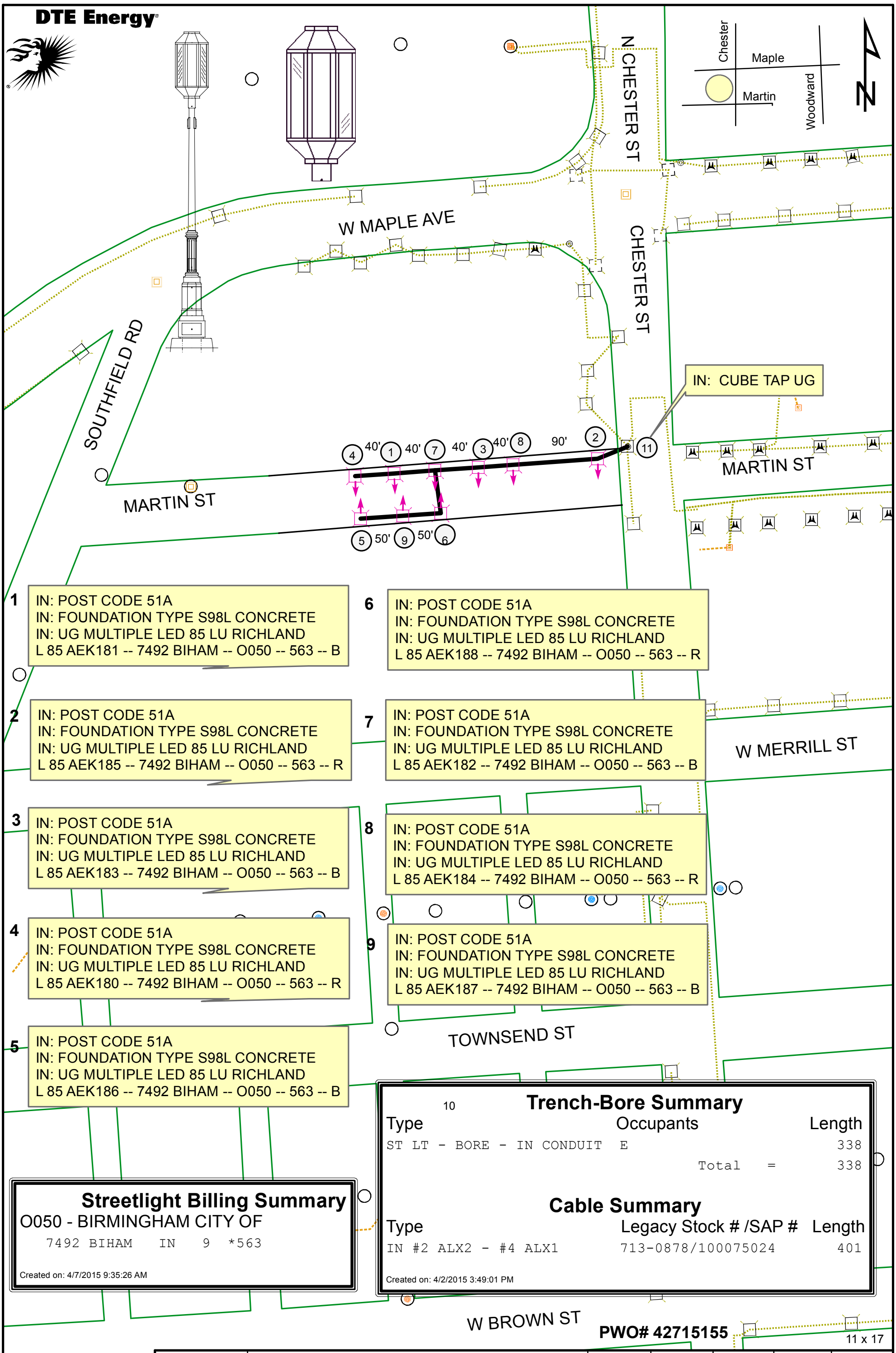
Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	City of Birmingham
By: _____	By: _____
Name: _____	Name: _____
Title:_____	Title:_____

DTE Energy



1
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AEK181 -- 7492 BIHAM -- O050 -- 563 -- B

2
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AEK185 -- 7492 BIHAM -- O050 -- 563 -- R

3
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AEK183 -- 7492 BIHAM -- O050 -- 563 -- B

4
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AEK180 -- 7492 BIHAM -- O050 -- 563 -- R

5
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AEK186 -- 7492 BIHAM -- O050 -- 563 -- B

6
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AEK188 -- 7492 BIHAM -- O050 -- 563 -- R

7
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AEK182 -- 7492 BIHAM -- O050 -- 563 -- B

8
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AEK184 -- 7492 BIHAM -- O050 -- 563 -- R

9
IN: POST CODE 51A
IN: FOUNDATION TYPE S98L CONCRETE
IN: UG MULTIPLE LED 85 LU RICHLAND
L 85 AEK187 -- 7492 BIHAM -- O050 -- 563 -- B

Trench-Bore Summary

Type	Occupants	Length
ST LT - BORE - IN CONDUIT	E	338
	Total =	338

Cable Summary

Type	Legacy Stock # /SAP #	Length
IN #2 ALX2 - #4 ALX1	713-0878/100075024	401

Created on: 4/2/2015 3:49:01 PM

Streetlight Billing Summary

O050 - BIRMINGHAM CITY OF

7492 BIHAM IN 9 *563

Created on: 4/7/2015 9:35:26 AM

PWO# 42715155

11 x 17

Work Order #	Work Order Description	GIS-DSN	SRW	RSD	PH	PLC
42771634	NBUS - 9 UG - MARTIN & CHESTER - BIRMINGHAM	42771636				

Service Center	Circuit #1	Circuit #2	COH	COS	CUG	CUL	CUS
PON	BIHAM1885					42771645	

Worksite City	Worksite Twp.	Worksite County	SCMAT
Birmingham city, Oakland County			42771644

Town	Range	Section	Qtr	Planner Name	CUE Request #	Version	Plot Date	Scale
		02N10E25		O'Dea, Charlotte A	522043	1	4/7/2015	none