

**BIRMINGHAM CITY COMMISSION AGENDA ADDENDUM  
MUNICIPAL BUILDING, 151 MARTIN  
MARCH 14, 2016, 7:30 P.M.**

**IV. CONSENT AGENDA**

- O. Resolution authorizing the issuance of a purchase order in the amount of \$136,465.85 to DTE Energy, for the removal of existing lights, and the manufacture and installation of 26 new street lights within the Hamilton Ave. Paving Project area. The work will be charged to account number 401-901-010-981.0100.

*NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.*

*Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:248-530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).*



# MEMORANDUM

Engineering Dept.

**DATE:** March 10, 2016

**TO:** Joseph Valentine, City Manager

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

**SUBJECT:** Hamilton Ave. Paving Project  
DTE Energy Street Light Agreement

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As you know, Hamilton Ave. and one block of Park St. will be completely reconstructed this year. An important component of the renewal is the removal and replacement of the street lighting system, which is now approximately 40 years old. Similar to other new streetscape areas in the Central Business District, we plan to install new lights with the improved pole that contains electrical outlets that facilitate installing light strings in the trees during the winter.

In accordance with our current standards, the new lights will be placed between each tree well, averaging a distance of 40 ft. apart. The proposal contains the removal of the existing lights (including disposal), the installation of 26 new footings with new underground wiring, and finally, once the paving is complete, the installation of all new luminaries and posts. Details of the project are as follows:

1. A total of 22 new lights shall be installed on Hamilton Ave. from its west end to its east end. Newer existing lights will remain in place in front of the Palladium Building and in front of 400 Hamilton Ave. (SW corner of Park St.).
2. The two existing street lights located in the City sidewalk property that connects to the alley (just east of 300 Hamilton Ave. (Commonwealth)) shall be replaced.
3. New lights where none currently exist are proposed on the side frontages of 220 Park St. (NE Corner of Hamilton) and 395 E. Maple Rd. (NW corner of Maple Rd.). A separate memo and agenda item has been prepared to consider the initiation of a special assessment district for the proposed improvements in front of these properties.
4. No work is proposed on the Hamilton Ave. and Park St. frontages of 35001-35075 Woodward Ave. (partially occupied by the Hunter House Restaurant). Since this property is planned for redevelopment, it would be premature to install lights in these areas at this time.

It is recommended that the City authorize DTE Energy to install a total of 26 new street lights on Hamilton Ave. and Park St. in conjunction with the Hamilton Ave. Paving Project at a total cost of \$136,465.85, or \$5,248.69 each. Based on previous estimates for work of this nature, this cost is reasonable. All costs will be charged to the Capital Improvements fund.

**SUGGESTED RESOLUTION:**

To authorize the issuance of a purchase order in the amount of \$136,465.85 to DTE Energy, for the removal of existing lights, and the manufacture and installation of 26 new street lights within the Hamilton Ave. Paving Project area. The work will be charged to account number 401-901-010-981.0100.

**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of March 9, 2016 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 April 11, 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:	44571430	
	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 Hamilton Ave east of N Old Woodward Ave and along Park St south of Hamilton Ave, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	26	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (26) – Green Hadco Birmingham style 86 watt LED fixtures on Green Hadco Birmingham style posts on a foundation. All of the new posts along Hamilton Ave & Park St will have two GFI outlets with in-use covers. The 2 new posts in the alley on Hamilton Ave will not have GFI outlets.	
5. Estimated Total Annual Lamp Charges	\$7,755.28	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$159,731.69
	Credit for 3 years of lamp charges:	\$23,265.84
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$136,465.85</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 thirty (30) days 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 <b>Signature:</b> _____	
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 **3 posts** and **3 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 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 warranties, 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: \_\_\_\_\_



RINDALE AVE

OAKLAND AVE

PARK ST

RIDGEDALE AVE

KNOX ST

POPPLETON ST

N OLD WOODWARD AVE

E MAPLE AVE

W MAPLE AVE

PIERCE ST

S HUNTER BLVD

**LEGEND**

- SET NEW POLE
- CABLE POLE / RISER
- POSITION OF SWEEP UP CABLE POLE
- BURIED PRIMARY CABLE (ALL VOLTAGES)
- BURIED SECONDARY CABLE
- SINGLE DUCT OCCUPIED
- DOUBLE DUCT 1 - OCCUPIED
- SINGLE DUCT-TO-BLIND END FOR FUTURE USE
- PAD-MOUNTED TRANSFORMER
- DIRECTION OF TRANSFORMER DOOR OPENING
- GUARD POST
- P.S.C PRIMARY SWITCH CABINET
- S.C.C SEPARABLE CONNECTION CABINET

**WL 1:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS893 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 2:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS896 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 3:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS898 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 4:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS900 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 5:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS901 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 6:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS902 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 7:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS904 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 8:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS906 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 9:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS907 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 10:**  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS908 -- 7205 BIHAM -- O050 -- 563 -- R  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE

**WL 11:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS915 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 12:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS912 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 13:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS911 -- 7702 BIHAM -- O050 -- 563 -- B

**WL 14:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS894 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 15:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS895 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 16:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS897 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 17:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS899 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 18:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS903 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 19:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS905 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 20:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS919 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 21:**  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS918 -- 7205 BIHAM -- O050 -- 563 -- B  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE

**WL 22:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS917 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 23:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS916 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 24:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS914 -- 7205 BIHAM -- O050 -- 563 -- R

**WL 25:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS913 -- 7205 BIHAM -- O050 -- 563 -- B

**WL 26:**  
 IN: POST CODE 51A  
 IN: FOUNDATION TYPE S98L CONCRETE  
 IN: UG MULTIPLE LED 85 LU RICHLAND  
 L 85 AFS910 -- 7702 BIHAM -- O050 -- 563 -- R

**WL 28:- WL 31**  
 IN: UG CUBE TAP

**Streetlight Billing Summary**  
 0050 - BIRMINGHAM CITY OF

7205 BIHAM	IN	24	*563
7702 BIHAM	IN	2	*563

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**Trench-Bore Summary**

Type	Occupants	Length
ST LT - BORE - IN CONDUIT E		1752
Total =		1752

**Cable Summary**

Type	Legacy Stock # /SAP #	Length
IN #2 ALX2 - #4 ALX1	713-0878/100075024	1834

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PWO# 44571430

**DTE Electric - Distribution Engineering and Planning**

Service Planner	Work Order Description				
WorkOrder Owner	CWO NRUS - 27 UG - HAMILTON AVE PAVING PROJECT - BIRMINGHAM				
Phone	Work Order #	GIS-DSN	CO#	CUL	CUG
	44573761				
WO Owner Telephone	Circuit #1	Circuit #2	PH	SCMAT	
Supervisor	Service Center	Worksite City	Worksite Twp	County	
	PON	Geographic City	Geographic Township	Geographic County	
WO Supervisor Telephone	Planning Engineer	Telephone	Contact	Email	Phone
	CU#	Ver	Plot Date	Scale	Town Range Section
	606010	1	3/9/2016		