



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: December 6, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Kurt Bovensiep, Public Works Director  
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder  
Contract 23-08 – Badder Drive Water Main Replacement



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### **History**

The 8-inch diameter ductile and cast-iron water main located on the north side of Badder Drive, from Rochester Road to Redwood Park in Sections 34 and 35 is almost 70 years old and has exceeded its service life. This project will replace and upsize this water main to meet current size and fire flow standards while eliminating costly water main brakes which are common with older water mains. Work will include abandoning the 8-inch diameter water main on the above noted drive and installing a new 12-inch diameter water main. Partial pavement reconstruction will also be required. In addition, this project will include the construction of a new 8-inch diameter water main on the south side of Badder Drive which is within the City of Clawson limits. All costs associated with the water main construction within the City of Clawson limits will be reimbursed to the City of Troy in accordance with the Cost Participation Agreement included with this Agenda Item. This work is anticipated to start in March of 2024 and be completed by November 2024.

### **Purchasing**

Bids were received and publicly read on November 29, 2023. The low base bid of \$1,693,397.00 was submitted by Verdeterre Contracting, Inc., 7994 Belleville Road, Belleville, MI 48111 as shown on the attached bid tab. Work was competitively bid and publicly opened with seven (7) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

### **Financial**

Funds for this work are included in the 2023 Water Fund. The budgeted amount includes funds for construction, inspection, testing and contingencies.



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## **CITY COUNCIL AGENDA ITEM**

### **Recommendation**

It is recommended that City Council award the Badder Drive Water Main Replacement contract to Verdeterre Contracting, Inc., 7994 Belleville Road, Belleville, MI 48111, for their low bid of \$1,693,397.00. In addition, we are requesting authorization to approve additional work, if needed, not to exceed 15% of the original project cost due to unknown conflicts with existing underground utilities and underground conditions that may arise during construction.

Staff also recommends that City Council approve the attached cost participation agreement between the City of Troy and the City of Clawson for the water main construction in the City of Clawson. The Clawson City Council approved the agreement during their regular meeting on November 21, 2023. A copy of the regular meeting minutes and the cost participation agreement document are provided for the Mayor and City Clerk signatures.

### **Legal Review**

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

A copy of the bid tab and recommendation shall be attached to the original Minutes of this meeting.

BID TABULATION

Bids Due: November 29, 2023

CONTRACT 23-08

Project Nos. 22.504.5

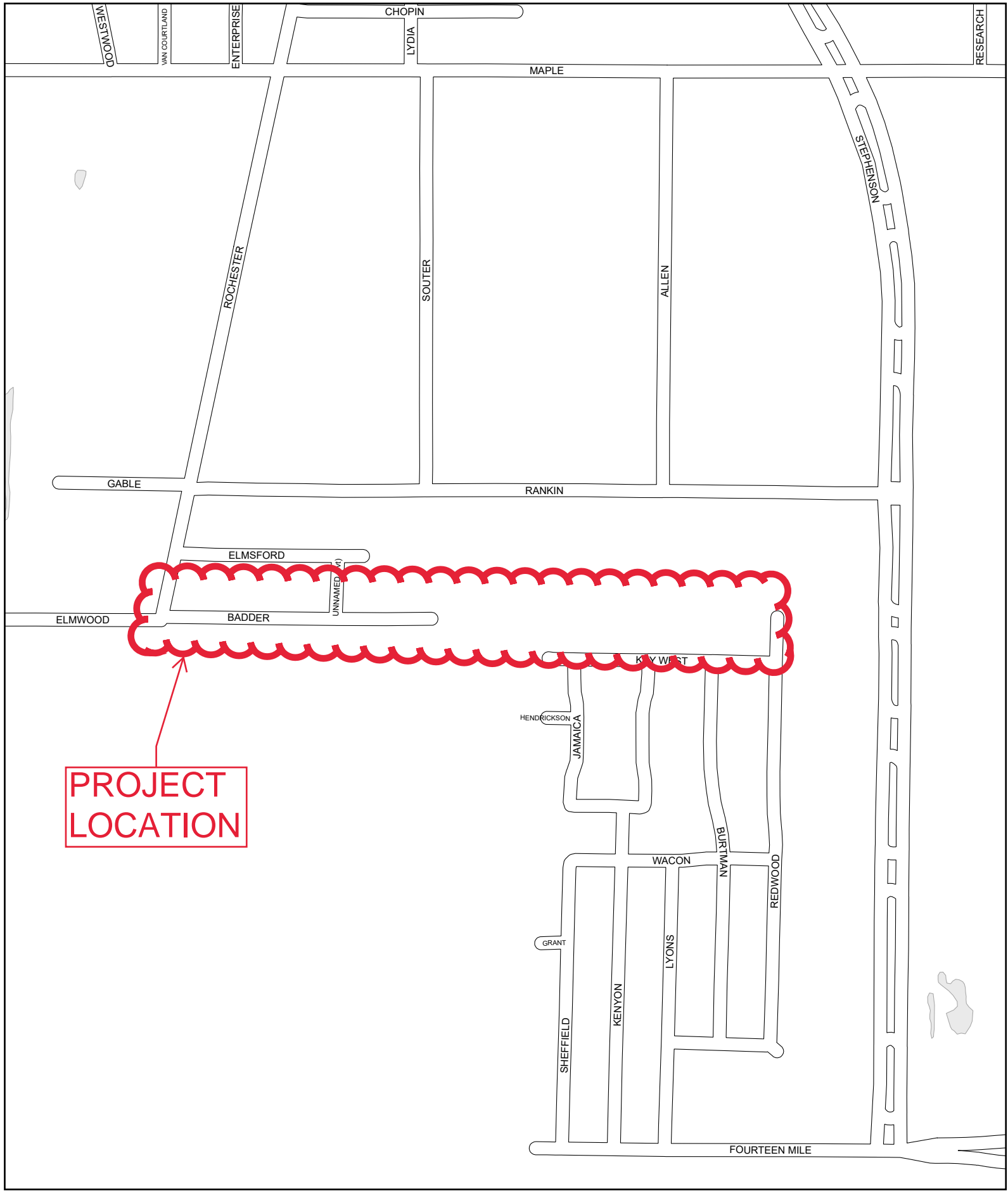
BADDER DRIVE WATER MAIN REPLACEMENT PROJECT

City of Troy

Oakland County, Michigan

**Total Base Bid Amount**

1	Verdeterre Contracting, Inc.	\$	1,693,397.00
2	F.D.M Contracting, Inc.	\$	1,972,500.00
3	Inner City Contracting, LLC	\$	1,996,269.06
4	Major Contracting Group, Inc.	\$	2,134,627.00
5	Pamar Enterprises, Inc.	\$	2,321,572.00
6	Bidigare Contractors, Inc.	\$	2,487,857.00
7	DVM Utilities, Inc.	\$	2,862,841.00



PROJECT  
LOCATION





**ANDERSON, ECKSTEIN & WESTRICK, INC.**

**CIVIL ENGINEERS - SURVEYORS - ARCHITECTS**

Shelby Township - Roseville - Livonia  
586.726.1234 | [www.aewinc.com](http://www.aewinc.com)

December 1, 2023

G. Scott Finlay, PE, Deputy City Engineer  
City of Troy  
500 W. Big Beaver  
Troy, Michigan 48084

**Reference: Recommendation of Award**  
Badder Drive Water Main Replacement  
AEW Project No. 0238-0023

Dear Mr. Finlay,

Anderson, Eckstein and Westrick, Inc. (AEW) prepared plans and specifications for the Badder Drive Water Main Replacement Project. This project consists of replacement of water main along Badder Drive between Rochester Road and Key West Drive for the City of Troy water distribution network and includes a new water main loop for the City of Clawson water distribution network.

Attached is a tabulation of bids received by the City of Troy on Wednesday, November 29, 2023 for this project. The base bid is to construct a Class 54 Ductile Iron Water Main and the alternate bid is to construct a C909 PVC Water Main. Seven (7) bids were received for this project, and the low bidder is Verdeterre Contracting, Inc., with a total base bid amount of \$1,693,397.00 and a total alternate bid amount of \$1,598,699.00. Per our conversations, the City would like to proceed with construction of the base bid utilizing ductile iron pipe.

A portion of this project is for work on the City of Clawson water distribution system and will be reimbursed from Clawson. Items included in the general section will be a shared cost between the two cities at an 80%/20% split (80% Troy, 20% Clawson). Specific line items for the Clawson portion of the project will be reimbursed to Troy from Clawson. A cost participation agreement between the two cities has been finalized and approved by the Clawson City Council on November 21, 2023.

Attached is a summary of our conversations with the low bidder's references. Based on these reviews, we recommend that the City of Troy contract with Verdeterre Contracting, Inc., 7994 Belleville Rd, Belleville, MI 48111, for the above referenced project for the base bid amount of \$1,693,397.00.

Sincerely,

Kyle M. Seidel, PE  
Project Manager

**Ramya Dandayudham**

Ramya Dandayudham  
Water/Wastewater Engineer

Enclosure: Bid Tabulation, Low Bidder Reference Note

cc: Antonio A Cicchetti, PE  
Taylor M Sting, PE

Emily C Ause, PE  
Michael Smith, PE

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**REGULAR CITY COUNCIL MEETING  
CLAWSON, MICHIGAN  
NOVEMBER 21, 2023  
7:30 PM**

**PRELIMINARY MATTERS**

Mayor Paula Millan called the Regular City Council Meeting to order at Clawson City Hall at 7:30 p.m.

**ROLL CALL**

PRESENT: Mayor Millan, Mayor ProTem Moffitt, Councilmember Binkowski, Councilmember Shepard, Councilmember Anderson

STAFF PRESENT: City Manager Joe Rheker, Assistant City Manager Nik Stepnitz, City Attorney Renis Nushaj, Clerk August Gitschlag, Police Chief Kellie Bauss

**APPROVAL OF AGENDA**

**Motion by Moffitt, Shepard seconds** to approve the agenda with the removal of 7A

Ayes: Millan, Anderson, Moffitt, Shepard, Binkowski

Nays:

**Motion Passes**

**PUBLIC COMMENT:**

*Nathan Hara congratulated the incoming councilmembers and thanked former Councilmember Tinlin for his service.*

**PROCLAMATIONS & PRESENTATIONS**

None

**CONSENT AGENDA**

A. List of Bills in the amount of \$1,481,325.42.

**Motion by Shepard, Moffitt seconds** to approve the consent agenda as presented

Ayes: Millan, Anderson, Moffitt, Shepard, Binkowski

Nays:

Absent:

**Motion Passes**

**NEW BUSINESS**

- A. Consideration of 1st reading of an ordinance to amend the City of Clawson Fire Department Pension Plan Specifically Chapter 2 of the Clawson code administration by making modifications to Article VII entitled Boards, Commissions and Authorities, Division 3 Fire Department Pension Board of Trustees Section 2-370(a)(3) of the Clawson Code by deleting such sections and replacing the same as provided.

**Motion CM-23-185 by Binkowski, Shepard seconds** to approve the 1st reading of an ordinance to amend the City of Clawson Fire Department Pension Plan specifically chapter 2 of the Clawson code administration by making modifications to Article VII entitled Boards, Commissions and Authorities, Division 3 Fire Department Pension Board of Trustees Section 2-370(a)(3) of the Clawson Code by deleting such sections and replacing the same as provided, be approved.

Ayes: Millan, Anderson, Moffitt, Shepard, Binkowski

Nays:

Absent:

**Motion Passes**

- B. Consideration of the Traffic Control Order to install a “Stop” sign for westbound Stephen Court at North Stephen Avenue and relocate the “Bike Route” sign and supplemental arrow plaque from the existing street name signpost on the northeast corner of North Stephen Avenue and Stephen Court to a new post on the southeast corner of the intersection.

**Motion CM-23-186 by Moffitt, Shepard seconds** to approve the Traffic Control Order to install a “Stop” sign for westbound Stephen Court at North Stephen Avenue and relocate the “Bike Route” sign and supplemental arrow plaque from the existing street name signpost on the northeast corner of North Stephen Avenue and Stephen Court to a new post on the southeast corner of the intersection.

Ayes: Millan, Anderson, Moffitt, Shepard, Binkowski

Nays:

Absent:

**Motion Passes**

- C. Consideration of the Traffic Control Order to install a “Stop” sign for westbound Chippewa Street at Nahma Avenue just east of the pedestrian ramp on the northeast corner of the intersection and install a double headed arrow sign (W1-7) on the west side of the intersection in place of the single direction arrow sign (W1-6R).

**Motion CM-23-187** by Shepard, Anderson seconds to approve the Traffic Control Order to install a “Stop” sign for westbound Chippewa Street at Nahma Avenue just east of the pedestrian ramp on the northeast corner of the intersection and install a double headed arrow sign (W1-7) on the west side of the intersection in place of the single direction arrow sign (W1-6R)

Ayes: Millan, Anderson, Moffitt, Shepard, Binkowski

Nays:

Absent:

**Motion Passes**

- D. Consideration of the Traffic Control Order to install a “Stop” sign for westbound Tecumseh at Nahma Avenue just east of the pedestrian ramp on the northeast corner of the intersection.

**Motion CM-23-188 by Shepard, Moffitt** seconds to approve the Traffic Control Order to install a “Stop” sign for westbound Tecumseh at Nahma Avenue just east of the pedestrian ramp on the northeast corner of the intersection

Ayes: Millan, Anderson, Moffitt, Shepard, Binkowski

Nays:

Absent:

**Motion Passes**

- E. Consideration of approving the cost participation agreement between the City of Clawson and the City of Troy for the replacement or addition of water main along Badder Drive between Rochester Road and Key West Drive.

**Motion CM-23-189 by Shepard, Binkowski seconds** to approve the cost participation agreement between the City of Clawson and the City of Troy for the replacement or addition of water main along Badder Drive between Rochester Road and Key West Drive.

Ayes: Millan, Anderson, Moffitt, Shepard, Binkowski

Nays:

Absent:

**Motion Passes**

- F. Consideration of renewing the Professional Service Agreement for the Cross- Connection Control Program inspection for Exterior Residential, reporting and management services for by and between the City of Clawson and HydroCorp, Inc.

**Motion CM 23-190 by Moffitt, Shepard seconds** to renew the Professional Service Agreement for the Exterior Residential Cross-Connection Control Program inspection, reporting and management services for by and between the City of Clawson and HydroCorp, Inc. in the amount of \$2,697.00 per month for a two (2) year contract

Ayes: Millan, Anderson, Shepard, Binkowski

Nays: Moffitt

Absent:

**Motion Passes**

- G. Consideration of renewing the Professional Service Agreement for the Cross- Connection Control Program inspection for Non-Residential, reporting and management services for by and between the City of Clawson and HydroCorp, Inc.

**Motion CM 23-191 by Shepard, Moffitt seconds** to renew the Professional Service Agreement for the Cross- Connection Control Program inspection for Non-Residential, reporting and management services for by and between the City of Clawson and HydroCorp, Inc.

Ayes: Millan, Anderson, Shepard, Binkowski

Nays: Moffitt

Absent:  
**Motion Passes**

- H. Consideration of a new Class “C” Liquor License for Clawson Local located at 143 E. 14 Mile Road.  
**Motion CM 23-192 by Moffitt, Shepard seconds** to approve the new Class “C” Liquor License for Clawson Local located at 143 E. 14 Mile Road  
Ayes: Millan, Anderson, Moffitt, Shepard, Binkowski  
Nays:  
Absent:  
**Motion Passes**
- I. Consideration of a new Class “C” Liquor License for Gus’ Snug Irish Pub located at 38 S. Main Street.  
**Motion CM 23-193 by Moffitt, Shepard seconds** to approve the new Class “C” Liquor License for Gus’ Snug Irish Pub located at 38 S. Main Street  
Ayes: Millan, Anderson, Moffitt, Shepard, Binkowski  
Nays:  
Absent:  
**Motion Passes**
- J. Consideration of appointment of Scott Tinlin to the Planning Commission term to expire December 31, 2026.  
**Motion CM 23-194 by Shepard, Binkowski seconds** to approve appointment of Scott Tinlin to the Planning Commission term to expire December 31, 2026  
Ayes: Millan, Anderson, Moffitt  
Nays: Binkowski, Shepard  
**Motion Passes**

**OLD | UNFINISHED BUSINESS**

**PUBLIC COMMENT – Non Agenda Items**  
~Char Larson Clawson Chamber –congratulate new councilmembers and promoted Tree Lighting & Santa Visit  
~William Renshaw – spoke about ongoing code enforcement issues with the City

**REPORTS**

City Clerk’s Report  
City Attorney’s Report  
City Manager’s Report  
City Council Comments

**ADJOURNMENT**

**Motion by Samson, Shepard seconds to adjourn**  
Ayes: Millan, Anderson, Moffitt, Shepard, Binkowski  
Nays: None  
Absent:  
**Motion Passes**

**Meeting adjourned at 8:27pm**

Attest:

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Paula Millan  
Mayor

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August R. Gitschlag  
City Clerk



**COST PARTICIPATION AGREEMENT**  
**CONSTRUCTION & CONTRACT ADMINISTRATION**

Badder Street  
Rochester Road to Key West Drive  
In the City of Troy  
and City of Clawson

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Troy, hereinafter referred to as TROY; and the City of Clawson, hereinafter referred to as CLAWSON;

WHEREAS, TROY and CLAWSON have programmed the replacement or addition of water main along Badder Drive between Rochester Road and Key West Drive, which improvements involve roads under the jurisdiction of TROY, CLAWSON and the ROAD COMMISSION FOR OAKLAND COUNTY (RCOC), which improvements are hereinafter referred to as the PROJECT; and

WHEREAS the PROJECT costs have been divided between TROY and CLAWSON using the following limitations:

Each City, TROY and CLAWSON, shall pay for materials and work required to complete the improvements associated with each entity's water main distribution system as shown on the plans. The Bid form has been divided by line items and quantities associated with each entity's improvements to reflect this.

TROY's and CLAWSON's share of costs in which cost cannot be easily defined or associated with either entity shall be shared at a portion of 80% and 20%, respectively. These project costs include but are not limited to Mobilization, Construction Administration, Construction Observation and Construction Staking.

After execution of this agreement, TROY will submit an invoice to CLAWSON for its proportionate share of costs incurred and paid to date by TROY on behalf of CLAWSON with regard to this PROJECT. Payment is to be made to TROY within thirty days from receipt of said invoice.

WHEREAS, TROY and CLAWSON have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between TROY and CLAWSON that:

1. TROY and CLAWSON approve of the PROJECT, declare its public necessity, and authorize the undertaking and completion of the PROJECT, as above described, including but not limited to all

construction administration, construction observation and staking and material testing and inspection in reference thereto.

2. The actual shared cost of the PROJECT shall include total payments to the contractor, including but not limited to construction administration, construction observation, construction staking, and material testing and inspection costs, if applicable.
3. TROY may submit an invoice to CLAWSON, periodically, as additional costs accrue, after TROY has made payments towards the completion of the PROJECT.
4. Upon completion of the PROJECT, TROY shall determine the actual total PROJECT cost, and submit an invoice to CLAWSON for any adjustment in the amount of CLAWSON's share of the actual total PROJECT cost, if any.
5. Upon receipt of said invoice(s), CLAWSON shall pay to TROY the full amount thereof, within thirty (30) days of such receipt.
6. CLAWSON represents and warrants to TROY that they have sufficient funds available to pay its obligations under this Agreement and shall pay to TROY all sums due within 30 days of receipt of progress invoices.
7. Arbitration. Any dispute arising under this agreement will be promptly submitted to and heard and determined by the American Arbitration Association pursuant to its commercial arbitration rules in effect at the time of any dispute. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. This agreement is final may only be amended in writing by agreement of the entities.
8. Governing Law. This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced under and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created under this Agreement shall be performed in *Oakland* County, Michigan, and under Michigan law. This Agreement was mutually drafted and cannot be construed against either City on the basis that one was the scrivener of the Agreement.
9. Assignment. This Agreement may not be assigned unless approved in writing by both parties' consent in writing. This Agreement shall be binding on the parties and their successors in interest.

10. Severability. If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, because of the invalidity of any part of this Agreement, either party determines that the purpose and intent of the Agreement has failed, the parties shall renegotiate in good faith to amend the Agreement to make it valid and satisfactory to both parties.
11. Articles and Other Headings. The article and other headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
12. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or referenced in this Agreement shall be of any force and effect, and both parties specifically acknowledge in entering into and executing this Agreement they rely solely on the representations and agreements contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

CITY OF CLAWSON

By \_\_\_\_\_  
Paula Millan, Mayor

By \_\_\_\_\_  
August Gitschlag, City Clerk

CITY OF TROY

By \_\_\_\_\_  
Ethan D. Baker, Mayor

By \_\_\_\_\_  
M. Aileen Dickson, City Clerk