



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
RESOLUTION**

At a Regular meeting of the Troy City Council held on Monday, June 9, 2025, the following Resolution was passed:

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**J-4 Standard Purchasing Resolutions:**

**b) Standard Purchasing Resolution 1: Award to Low Bidder Contract 25-07 – Sections 16, 18 and 21 Pavement Rehabilitation**

Resolution #2025-06-088-J-4b

Moved by Hamilton

Seconded by Brooks

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 25-07, Sections 16, 18 and 21 Pavement Rehabilitation, to *Florence Cement Company, 51515 Corridor, Shelby Twp., MI 48315*, for their low bid of \$1,504,666.20.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is authorized in an amount not to exceed 20% of the original bid cost.

Yes: Brooks, Chamberlain-Creanga, Chanda, Hamilton, Hodorek, Baker

No: None

Absent: Gunn

**MOTION CARRIED**

I, M. Aileen Dickson, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Ninth day of June, 2025.

M. Aileen Dickson, MMC, MiPMC 3  
City Clerk

BID TABULATION  
SECTIONS 16, 18, AND 21 PAVEMENT REHABILITATION  
CITY OF TROY  
OAKLAND COUNTY, MICHIGAN

Bids Due: May 28, 2025

Contract 25-07

**Total Bid**

1 Florence Cement Company	\$	1,504,666.20
2 Hutch Paving, Inc	\$	1,537,862.00
3 Cadillac Asphalt	\$	1,619,500.00
4 Pro-Line Asphalt Paving Corp	\$	1,648,812.00
5 Asphalt Specialists, LLC	\$	1,679,308.00
6 Ajax Paving Industries, Inc	\$	1,810,996.00

# PURCHASE ORDER

No. 2026-00000120  
DATE: 07/24/2025  
PAGE: 1 of 1  
FOB DESTINATION

Ship To

CITY OF TROY  
Engineering  
500 W BIG BEAVER RD  
TROY, MI 48084

Bill To

CITY OF TROY  
Engineering  
500 W BIG BEAVER RD  
TROY, MI 48084


COUNCIL RESOLUTION  
2025-06-088-J-4B

VENDOR NO. 100391

Vendor

FLORENCE CEMENT CO  
51515 CORRIDOR  
SHELBY TOWNSHIP, MI 48315

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Multi-Year Construction - 25-07 Sections 16, 18, & 21 Pavement Rehab.	1,504,666.2000	\$1,504,666.20
				

Entered By: Nellie Bert

\$1,504,666.20

## Special Instructions:

CITY COUNCIL AWARD DATE: 6-09-2025.. Contract for Pavement Rehabilitation in accordance with the specifications and completion date of Contract 25-07. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

## TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
- In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
- Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



PLACE: CITY OF TROY  
DATE: May 28, 2025  
PROJECT: SECTIONS 16, 18, AND 21 PAVEMENT REHABILITATION

The proposal of Florence Cement Company (hereinafter called "Bidder")  
to the City of Troy, Oakland County, Michigan

The Bidder, in compliance with the Advertisement for Bid for the **"SECTIONS 16, 18, AND 21 PAVEMENT REHABILITATION"**, having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

The Bidder affirms that in making such Proposal, neither he nor any company that he may represent nor anyone on behalf of him or the company directly has entered into any combination or collusion, undertaking or agreement with any bidder or bidders to maintain that the prices of said work, or any attempt to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty - (60) calendar days after the scheduled closing time for receiving bids and may not be withdrawn after receiving a "Notice of Award".

The Bidder hereby agrees to commence work under this contract on or before the date to be specified in the written "Notice to Proceed".

The Bidder acknowledges receipt of the following addenda: NONE

No. \_\_\_\_\_ DATED: \_\_\_\_\_

No. \_\_\_\_\_ DATED: \_\_\_\_\_

No. \_\_\_\_\_ DATED: \_\_\_\_\_

City of Troy  
500 W. Big Beaver  
Troy, Michigan 48084

Bids Due: Wednesday, May 28, 2025  
11:00 A.M., Local Time  
Contract: 25-07

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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- (2) Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b) For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

☒ **I am able to certify to the above statements.**

*Flarence Coment*

Name of Agency/Company/Firm (Please Print)

*Doreen Lanni President*

Name and title of authorized representative (Please Print)

*(Doreen Lanni)*

Signature of authorized representative

*5-28-25*

Date

☐ **I am unable to certify to the above statements. Attached is my explanation.**

The undersigned, as Bidder, declares that he has familiarized himself with the location of the proposed project in the City of Troy. Bidder acknowledges that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing the work, and agrees that he will contract with the City of Troy, Oakland County, Michigan to furnish all labor, materials, and equipment necessary to do all the work specified and prescribed, and that he will accept in full payment therefore the sum of:

**CITY OF TROY CONTRACT 25-07**

**SECTIONS 16, 18 AND 21 PAVEMENT REHABILITATION**

Line	Pay Item	Description	Units	Quantity	Unit Price	Total
1	1100001	Mobilization, Max \$80,000	LSUM	1	80,000.00	80,000.00
2	2027050	Audio-Video Route Survey (Max. \$5,000)	Ea	1	5,000.00	5,000.00
3	2030001	Culv, Rem, Less than 24 inch	Ea	4	496.00	1,984.00
4	2030005	Culv, End, Rem, Less than 24 inch	Ea	2	36.00	72.00
5	2030011	Dr Structure, Rem (If Necessary)	Ea	2	700.00	1,400.00
6	2040055	Sidewalk, Rem	Syd	12	39.60	475.20
7	2047011	Pavement Removal	Syd	100	16.00	1,600.00
8	2057001	Regrade Shoulder (If Necessary)	Ft	500	1.00	500.00
9	2057021	Subgrade Undercutting, Type II, Modified	Cyd	50	70.00	3,500.00
10	2080014	Erosion Control, Filter Bag	Ea	20	100.00	2,000.00
11	2080036	Erosion Control, Silt Fence	Ft	100	3.00	300.00
12	3027031	Aggregate Base, 21AA Limestone	Ton	50	52.00	2,600.00
13	3027031	Maintenance Aggregate, 21AA Limestone	Ton	70	50.00	3,500.00
14	3047001	Misc Saw Cut	Ft	1000	1.50	1,500.00
15	3070121	Shld, CI II (If Necessary)	Ton	200	20.00	4,000.00
16	4010094	Culv End Sect, Metal, 12 inch	Ea	1	455.00	455.00
17	4010096	Culv End Sect, Metal, 18 inch	Ea	1	500.00	500.00
18	4010607	Culv, CI F, 12 inch	Ft	120	61.00	7,320.00
19	4010609	Culv, CI F, 18 inch	Ft	40	71.00	2,840.00
20	4017001	Culv, CI F, 13 inch x 22 inch	Ft	37	156.00	5,772.00
21	4030210	Dr Structure, 48 inch dia (If Necessary)	Ea	2	2,500.00	5,000.00
22	4030312	Dr Structure, Tap, 12 inch	Ea	3	500.00	1,500.00
23	4030318	Dr Structure, Tap, 18 inch	Ea	1	600.00	600.00
24	4037001	DPW Structure Cover, Adj, Add Depth	Ft	7	400.00	2,800.00
25	4037050	DPW Structure Cover, Adj, Case 1	Ea	20	961.00	19,220.00
26	4037050	Sanitary Manhole Sealing	Ea	4	1,386.00	5,544.00
27	4037050	DPW Structure, Repointing	Ea	20	164.00	3,280.00
28	4037050	Dr Structure, Tap, 13 inch x 22 inch	Ea	2	1,000.00	2,000.00
29	5010001	Pavt, Cleaning	LSUM	1	15,700.00	15,700.00
30	5010008	Pavt for Butt Joints, Rem	Syd	100	25.00	2,500.00
31	5010020	Pavt Joint and Crack Repr, Det 7	Ft	30000	4.00	120,000.00



CITY OF TROY  
SECTIONS 16, 18, AND 21 PAVEMENT REHABILITATION

PROPOSAL  
3/6

Line	Pay Item	Description	Units	Quantity	Unit Price	Total
32	5010021	Pavt Joint and Crack Repr, Det 8	Ft	4000	5.00	20,000.00
33	5010025	Hand Patching, 5EL, PG 64-22	Ton	600	0.01	6.00
34	5012024	HMA, 4EL, PG 64-22, Base	Ton	30	177.00	5310.00
35	5012036	HMA, 5EL, PG 64-22 (Tier 1), Wearing	Ton	6500	130.00	845,000.00
36	5012036	HMA, 5EL, Approach (If Necessary)	Ton	80	1.00	80.00
37	5017011	Cold Milling Pavt	Syd	71000	1.90	134,900.00
38	6030030	Lane Tie, Epoxy Anchored	Ea	100	7.00	700.00
39	8010005	Driveway, Nonreinf Conc, 6 inch (If Necessary)	Syd	100	86.16	8616.00
40	8020030	Curb and Gutter, Conc, Det D1	Ft	100	46.16	4616.00
41	8030044	Sidewalk, Conc, 4 inch	Sft	50	21.16	1058.00
42	8037010	Sidewalk Ramp, ADA, Modified	Sft	100	23.16	2316.00
43	8070095	Post, Mailbox	Ea	10	131.00	1310.00
44	8107050	Mail Box Post, Relocate	Ea	10	137.00	1370.00
45	8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	240	15.00	3600.00
46	8110451	Recessing Pavt Mrkg, Transv	Sft	812	3.50	2842.00
47	8117001	Pavt Mrkg, Polyurea, 12 inch, Stop Bar	Ft	340	6.50	2210.00
48	8127051	Maintaining Traffic	LSUM	1	114,170.00	114,170.00
49	8257050	DPW Structure Cover	Ea	2	1250.00	2500.00
50	8507041	Inspection Crew Day*	Cday	62	\$800	49600.00
51	8507051	RCOC Permit	LSUM	1	\$1,000	\$1,000
				<b>Total:</b>	<b>\$1,504,666.20</b>	

\*Bidder to fill out the quantity and total for pay item "Inspection Crew Day"

The City reserves the right to accept any bid, or to reject any or all bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.

The undersigned agrees to furnish the required bonds and insurance certificates within seven (7) days after the acceptance of this proposal and further agrees to start construction within ten (10) days after being notified that work can begin.

The company representative does warrant that by signing the bid documents, the additional insured endorsement will be included in the insurance coverage supplied to the City as part of the specified requirements. All pavement construction shall be substantially completed by **September 26, 2025**. All construction, including restoration, shall be completed by **November 28, 2025**.

Company:	<u>Florence Cement</u>	Address:	<u>51515 Corridor</u>
			<u>Shelby Twp</u>
Signed:	<u></u>	County:	<u>Macomb</u>
By:	<u>David Hill</u>	Telephone:	<u>586-997-2666</u>
Title:	<u>President</u>	Email:	<u>David.Hill@FlorenceCement.com</u>



LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two).

A corporation duly organized and doing business under the laws of the State of Michigan for whom Doreen Lanni whose signature is affixed to the Proposal, is duly authorized to execute contracts.

A Partnership, all members of which, with addresses, are:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

An Individual, whose signature is affixed to the Proposal.

_____	_____
_____	_____

Please give the following information regarding your Proposal for this bid:

1. Number of years of experience in this work:

68 years

2. List the number and types of equipment to be used if awarded this bid:

Equipment list attached

3. List the municipalities you have contracted with during the past three years for this type of work:

Resume Attached

4. Name of your bank and other financial reference:

Kathleen Kaspersek - Comerica Bank 313-222-6741

5. Name of your insurance carrier:

6. PL/PD/BI Insurance carrier: See attached evidence of coverage

Workman's Compensation:

Amount of Insurance Coverage:

6. Comments:

Signed:

(Florence Conant)

Title:

President

Name & Address of Firm:

Florence Conant Company  
51515 Corridor Shelby Township, MI 48315

Date:

5-28-25

TO WHOM IT MAY CONCERN:

Doreen Lanni, being duly sworn deposed, says that he  
(Print Full Name)  
is President. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

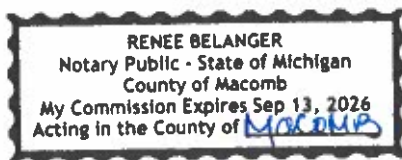
(Doreen Lanni)  
SIGNATURE OF PERSON SUBMITTING BID

Renee Belanger  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 28<sup>th</sup> day of, May, 2025 in and for  
Macomb County.

My commission expires:

09-13-2026





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 969 E. South Boulevard Suite 200 Rochester Hills MI 48307	CONTACT NAME: Christine Phillips PHONE (A/C No. Ext): (248) 519-1400 FAX (A/C No.): (248) 519-1401 E-MAIL ADDRESS: cphillips@ghbh.com
INSURED Florence Cement Company 51515 Corridor Shelby Township MI 48315	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co A XV 19445 INSURER B: Travelers Prop Cas Co. of America A++ XV 25674 INSURER C: Valley Forge Insurance Co. A XV 20508 INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 25-26 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL5489451	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAS309727	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP3T29091A25NF	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC87087481	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			5095798418	4/1/2025	4/1/2026	Lessed/Rented Equipment \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

\*\*Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. McGregor/BSCHON

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**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Florence Cement
Street Address	51515 Corridor
City	Shelby Twp
State, Zip	MI 48315
Corporate I.D. Number/State	38-2921255
Taxpayer I.D. #	1139565000

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

  
\_\_\_\_\_

Printed Name of Vendor's Authorized Agent:

Doreen Lanni  
\_\_\_\_\_

Witness Signature:

  
\_\_\_\_\_

Printed Name of Witness:

David Hill  
\_\_\_\_\_



**R. SUBCONTRACT PROVISIONS**

The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the Owner. Approval of an Subcontractor or sub-subcontractors will not be given unless and until it is determined by the Owner that he is qualified to bid on the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the Owner.

The Contractor shall abide by the provisions set for therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

**S. AVAILABILITY OF MATERIALS:**

The City reserves the right to withhold awarding of the contract to the lowest responsible bidder for a reasonable period of time so that the successful bidder can furnish certifications and other proof that he has made arrangements to obtain the necessary materials and that these will be available to him in sufficient quantities so that the work can be carried on and completed within the specified time limit.

**T. ORDER OF WORK:**

The right to prescribe the order in which the work called for under this contract is to be done will be retained by the City.

**U. METHOD OF AWARD:**

The City reserves the right to award the Contract(s) based on lowest overall base bid on both contracts, lowest base bid on each project or in any combination of lowest base bid plus alternates submitted by a responsible bidder that does not exceed the amount of funds then estimated by the City as available to finance the Contract.

The City reserves the right to accept any Proposal, to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineation of the Contract documents and of the Form of Proposal shall render the accompanying Proposal irregular and subject to rejection by the Owner.