

**Board of Road Commissioners** 

Ronald J. Fowkes Commissioner

Andrea LaLonde Commissioner

**Nancy Quarles**Commissioner

**Dennis G. Kolar, P.E.** Managing Director

**Gary Piotrowicz, P.E., P.T.O.E.**Deputy Managing Director
County Highway Engineer

Engineering Department 31001 Lahser Road Beverly Hills, MI 48025

248-645-2000

FAX 248-645-0618

www.rcocweb.org

March 25, 2021

JV Contracting, Inc 7285 S. State Road Goodrich, MI 48438

Re: Return of Contract Documents: #95121, County-Wide Pavement Legend Program

JV Contracting, Inc.:

The Road Commission for Oakland County executed the contract for the above subject project on March 25, 2021

One copy each of the executed contract, bond and a copy of the insurance documents are returned herewith for your records and file. In addition, the Clerk's Office has released your bid deposit for this project.

You may proceed with the proposed work in accordance with the Progress Schedule as noted in the proposal for this project. Please contact our Construction Division at (248) 858-4855 when you are ready to begin work.

Sincerely,

Samuel Fitzer, P.E. Director of Engineering

/jlk Enclosure

c: Clerks
Robin Dunny / Katrina Cotton
Risk Management
Jeff O'Brien
Finance

# CONTRACTOR MATERIAL DISPOSAL

PROJECT NAME & NU	UMBER:			
CONTRACTOR:				
TYPE OF MATERIAL	DISPOSAL LOCATION	AGENCY ISSUING PERMIT	PERMIT NUMBER	COMMENTS
Metal Culverts				
Concrete Rubble				
Hot Mix Asphalt				
Peat Excavation				
Earth Excavation		·		
Topsoil				
Contaminated Soil				
Other				



AIA Document A310

### **Bid Bond**

BOND # B 1241162

#### KNOW ALL MEN BY THESE PRESENTS, that we

JV CONTRACTING, INC

7285 S. State Rd.
Goodrich, MI 48438
as Principal, hereinafter called the Principal, and
Selective Insurance Company Of America
40 Wantage Avenue
Branchville, NJ 07890
a corporation duly organized under the laws of the State of NJ
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name, and address or legal title of Owner)
Oakland County Road Commission

31001 Lahser Road

31001 Lahser Road Franklin, MI 48025

as Obligee, hereinafter called the Obligee, in the sum of

Twenty-Five Thousand and No 00/100Dollars (\$25,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Project # 95121 - 2021 County Wide Legend Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th Day of February, 2021

Witness

JV CONTRACTING, INC
(Principal) (Seal)

Title Tim Valente, President

Selective Insurance Company Of America

Title Tammy R. Pittman, ATTORNEY-IN-FACT

Witness



Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BondNo.B 1241162

#### POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Tammy R. Pittman

Signed this 4th day of

On this 4th day of February

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertaking
and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully
as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or
penalties not exceeding the sum of: \$4,000,000.00

		SELECTIVE INSURANCE COMPANY OF AMERICA
		SEAL N
		By:
		Brian C. Sarisky
		Its SVP, Strategic Business Units, Commercial Discussion
OTHER OF STREET PROCESS		*
STATE OF NEW JERSEY	:	
	:ss. Branchville	
COUNTY OF SUSSEX	:	

before me, the undersigned officer, personally appeared Brian Cu Sarisky, who

do, executed the foregoing instrument for the purposes therein contained, by signing the name of the compation by him as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble

February,

2021

Notary Public of New Jersey

My Commission Expires 6/2/2021

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

Notary Public

acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

bond, recognization of conditional anderwaring.	
CERTIFICATION	SURANCE COMPANY
I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and R force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is v. Signed this 4th day of February , 2021.  Michael H. Lanza, SICA Corporate Sec	SEAL 1926 1926
the state of the s	

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

### BOARD OF COUNTY ROAD COMMISSIONERS of the COUNTY OF OAKLAND MICHIGAN

# **CONTRACT**

#### **FOR**

2021 County - Wide Pavement Legend Program

Road Commission for Oakland County Project:

Project # 95121, 2021 County-Wide Pavement Legend Program

JV Contracting, Inc 7285 S. State Road Goodrich, MI 48438

1. WORK DEFINED: the Contractor, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and the Proposal therefor, and to the satisfaction of the Board of County Road Commissioners of the County of Oakland, the work described herein, it being understood and agreed that said plans, specifications and proposal are to be considered a part hereof.

#### 2021 County-Wide Pavement Legend Program

#### 2. HOLD HARMLESS PROVISION

The Contractor shall hold harmless, represent, defend with counsel acceptable to, and indemnify the Board of County Road Commissioners of the County of Oakland (the "Board"), the County of Oakland; the Office of the Oakland County Water Resources Commissioner, any and all drainage district(s) and local unit(s) of government affected by the Project, the Michigan Department of Transportation, the Michigan Transportation Commission, and their respective officers, agents and employees; against any and all claims, charges, complaints, damages or causes of action for (a) damages to public or private property, (b) injuries to person or persons, or (c) any and all other claims charges, complaints, damages or causes of action arising out of the performance or non-performance of the contracted work and its related activities, both known and unknown, whether during the progress or after the completion thereof.

#### 3. NON-DISCRIMINATION CLAUSE FOR ROAD COMMISSION FOR OAKLAND COUNTY CONTRACTS

- A. In accordance with Act No. 453, Public Acts of 1976, as amended the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
- B. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in this Section 3.
- C. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
- E. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for any individual state project.
- F. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (A) through (E) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.
- 4. IN CONSIDERATION WHEREOF, Said Board agrees to pay said Contractor for all work done, the following unit prices:

#### **BID TABULATION**

Contract ID: 95121-2021 Location: County - Wide

Description: A contract for 2021 County Wide Legend Program located in Oakland County, Michigan

Project Number: 95121-2021

Estimate Number: 1
Project Type: Traffic Safety
Location: County-Wide

Description: A contract for 2021 County Wide Legend Program located in Oakland County, Michigan

Project Engineer: Andreau Lamug

Date Creadted: 11/25/2020

Fed/State#: Fed Item:

**Control Section:** 

**Bidder: JV Contracting** 

LINE	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	BID PRICE	TOTAL
0001	8110011	Call Back ,Mobilization	20.000	EA	\$300.000	\$6,000.000
0002	8110024	Pavt Mrkg, Ovly Cold plastic, 6 inch, Crosswalk	30,000.000	FT	\$2.000	\$60,000.000
0003	8110044	Pavt Mrkg, Ovly Cold plastic, 18 Inch, Stop Bar	12,000.000	FT	\$5.250	\$63,000.000
0004	8110045	Pavt Mrkg, Ovly Cold plastic, 24 Inch, Stop Bar	4,800.000	FT	\$8.000	\$38,400.000
0005	8110063	Pavt Mrkg, Ovly Cold plastic, Lt Turn Arrow Sym	400.000	EΑ	\$110.000	\$44,000.000
0006	8110068	Pavt Mrkg, Ovly Cold plastic, Only	10.000	EA	\$110.000	\$1,100.000
0007	8110069	Pavt Mrkg, Ovly Cold plastic, Railroad Sym	20.000	EA	\$300.000	\$6,000.000
0008	8110071	Pavt Mrkg, Ovly Cold plastic, Rt Turn Arrow Sym	500.000	EA	\$110.000	\$55,000.000
0009	8110074	Pavt Mrkg, Ovly Cold plastic, School	100.000	EA	\$200.000	\$20,000.000
0010	8110076	Pavt Mrkg, Ovly Cold plastic, Thru and Lt turn Arrow Sym	25.000	EA	\$200.000	\$5,000.000
0011	8110077	Pavt Mrkg, Ovly Cold plastic, Thru and Rt Turn Arrow Sym	25.000	EA	\$200.000	\$5,000.000
0012	8110078	Pavt Mrkg, Ovly Cold plastic, Thru Arrow Sym	15.000	EA	\$70.000	\$1,050.000
0013	8110343	Rem Spec Mrkg	105,000.000	SFT	\$1.100	\$115,500.000
0014	8110453	Recessing Pavt Mrkg, Guide Line	286.000	SFT	\$6.000	\$1,716.000
0015	8110562	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Dotted Turning Guide Line, White	600.000	FT	\$6.000	\$3,600.000
0016	8117050	Pavt Mrkg, Ovly Cold plastic, Circle (roundabout) Sym	20.000	EA	\$250.000	\$5,000.000

TOTAL \$430,366.000

If no unit prices are set forth herein, in reference to any extra work ordered by the Board or its authorized representative, the Board agrees to pay for such work on the basis agreed upon before such extra work is begun.

5. PROGRESS SCHEDULE: it is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the contractor as to insure its completion in accordance with the following conditions: Attached Progress Schedule or Progress Clause:

#### ROAD COMMISSION FOR OAKLAND COUNTY

#### PROGRESS CLAUSE

RCOC/DESIGN: AL Page 1 of 3 RCOC12PC ORG: 3/07/2019

REV: 3/22/2019

#### a. General

Submit a complete, detailed and signed MDOT Form 1130, Progress Schedule, to the Engineer within seven (7) calendar days after Award and prior to starting work per current MDOT 12SP-101 contained in this proposal. The Engineer for this project is as follows:

Andreau Lamug Road Commission for Oakland County 2420 Pontiac Lake Road Waterford, MI 48328 248-466-4529 clamug@rcoc.org

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates that these work items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic as well as the final project completion date shall also be included in the project schedule. If the Bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The schedule for this meeting will be determined by the Engineer after submittal of MDOT Form 1130. The Engineer will arrange the day, time and place for the preconstruction meeting. The named subcontractor(s) for designated and/or Specialty Items, as shown in the proposal, are recommended to be at the preconstruction meeting if such items materially affect the work schedule.

Start work within 10 days of Award. In no case, shall any work be commenced prior to receipt of formal Notice of Award by the Department.

The Contractor shall be expected to mobilize sufficient labor and equipment to complete the project within the specified time frames.

The Contractor may be required to meet with Department representatives for a post-construction review meeting, as directed by the Engineer. The Engineer will schedule the meeting.

Failure on the part of the Contractor to carry out the provisions of this Progress Clause may be considered sufficient cause to prevent bidding on future projects.

#### b. Expedited Schedule

This project is on an expedited schedule. This project is on an expedited schedule based on a 6 day or 7day work week. The Contractor is expected to mobilize sufficient labor resources and equipment and to work the required overtime to maintain the expedited schedule. The contractor

RCOC12PC ORG: 1/18/2019 REV: 3/22/2019

shall include any costs associated with maintaining the expedited schedule in the Bid Items for work, as it will not be paid separately.

Unless specific pay items are provided in the contract, any extra costs incurred by the Contractor due to cold-weather protection, winter grading, sufficient manpower and equipment necessary to maintain the expedited schedule, and/or meet the final completion date, and any overtime will not be paid for separately, but will be included in payment of other contract items.

#### c. Milestones

#### 1. County wide Legends

shall be completed on or before August 31, 2021.

#### 2. Call back Legends,

shall be completed within 10 days of notification.

#### 3. Entire Project Including Delayed Acceptance Items.

The entire project shall be completed on or before May 1, 2022

#### d. Liquidated damages for failure to meet milestones

Failure on the part of the Contractor to meet each of the above Milestones by the date specified shall result in the assessment of Liquidated Damages against the Contractor as provided in Section 108.10, Liquidated Damages, of the MDOT 2012 Standard Specifications for Construction.

Liquidated damages will be assessed separately, simultaneously and concurrently for failure to meet Milestone dates as specified above. Liquidated Damages will continue to be assessed for each calendar day or portion of a day that this work remains incomplete even if these days extend beyond the normal Seasonal Suspension period of **October 15, 2021-April 15, 2022** 

Assessment of Liquidated Damages and/or contract adjustments applies to hourly/daily restrictions included in the Maintaining Traffic Special Provision.

#### e. Work day, hour, and other work restrictions imposed by local communities

The work hours described may be modified or changed by the Engineer due to Holidays, Special Events, or Traffic Volumes.

- A. Contractors operations shall be limited by local municipality work time, noise, and dust ordinance unless approved by the local municipality and the Engineer in writing.
- B. No work or lane closures, unless approved by the Engineer, shall be performed during: 2021: Memorial Day (from 3:00 pm Friday, May 28<sup>th</sup> 6:00 am Tuesday, June 1<sup>st</sup>), 4<sup>th</sup> of July (from 3:00 pm Saturday, July 3<sup>rd</sup> 6:00 am Monday, July 5<sup>th</sup>) or Labor Day (from 3:00 pm Friday, September 4<sup>th</sup> 6:00 am Tuesday, September 7<sup>rd</sup>).

RCOC12PC ORG: 1/18/2019

REV: 3/22/2019

- C. Additional lane or ramp closures other than those already in place will not be allowed during the following events unless otherwise approved by the Engineer:
- 1) Woodward Dream Cruise (http://www.woodwarddreamcruise.com/), August 21, 2021 on Woodward Ave throughout Oakland County.
- 2) Arts Beats and Eats (http://artsbeatseats.com/), last week of August to September 3, 2021, City of Royal Oak.
- 3) Arts and Apples Festival (https://www.pccart.org/festival/), September 10, 11, and 12, 2021, City of Rochester.
- 4) Oakland County Fair, (https://www.oakfair.org/), Week after July 4th of every year. July 9 through 18, 2021, Springfield Oaks Park, Springfield Twp.
- 5) Brooksie Way, (https://www.thebrooksieway.com/), September 26, 2021, City of Rochester Hills.
- 6) Founders Festival, (http://foundersfestival.com/), to be announced, City of Farmington
- 7) Milford Memories, (https://www.milfordmemories.com/), August 13, 14, and 15, 2021, City of Milford.
- 8) Berkley Days, (http://www.berkleydays.com), to be announced, City of Berkley.
- 9) Holly Dickens Festival 2021 (https://hollydickensfestival.org/index.html), Spans three weekends between Thanksgiving and Christmas.
- 10) Michigan Renaissance Festival, Holly Township/Groveland Township, Weekends and Labor Day August 21 through October 3, 2021, Festival Contact: Cathy Parker (248) 240-6248
- 11) Other events name, dates and times, go to https://oaklandcountyblog.com/things-to-do/outdoor-art-fairs-in-oakland-county/

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND, MICHIGAN

Witness: Shannan Mulli-

Dennis G. Kolar, P.E., Managing Director

JV CONTRACTING, INC

Kristi Wildey

By: fem Voto L.S

(Print or Type Name and Title)

# BOARD OF COUNTY ROAD COMMISSIONERS of the COUNTY OF OAKLAND MICHIGAN

# **BOND**

#### **FOR**

2021 County - Wide Pavement Legend Program

Road Commission for Oakland County Project:

Project # 95121, 2021 County-Wide Pavement Legend Program

JV Contracting, Inc 7285 S. State Road Goodrich, MI 48438

#### RCOC PROJECT # 95121 2021 County-Wide Pavement Legend Program

Bond No. B 1241162

#### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, JV Contracting, Inc., 7285 S. State Road, Goodrich, MI 48438, as principal, and Selective Insurance Company of America, duly authorized to transact business in the State of Michigan, as surety, are held and firmly bound unto the Board of County Road Commissioners of the County of Oakland, State of Michigan, in the sum of four hundred thirty thousand three hundred sixty-six dollars and 00/100 (\$430,366.00), lawful money of the United States to be paid to the said Board of County Road Commissioners, or to its assigns, or to any person, firm or corporation who may furnish labor, material, supplies for equipment, for construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment will and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns and each and every one of them firmly by these presents.

Sealed with our seals and dated this day of March, A.D. 20

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Name, Address & Telephone Number of Local Agent	JV CONTRACTING, INC.
ZERVOS GROUP, INC.	By fin Vato
24724 Farmbook Road	Its Resident
Southfield, MI 48034	Selective Insurance Company of Americasurety
248-355-4411	By June Market M
	Its_ rammy R. Pittman, Attorney-in-ract

#### RCOC PROJECT # 95121 2021 County-Wide Pavement Legend Program

Bond No. B 1241162

#### PERFORMANCE BOND

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Sealed with our seals and dated this day of March, A.D. 202

The condition of this obligation is such that if the above-named principal shall and will, well and faithfully, and fully, do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

JV CONTRACTING, INC., Principal

Its Preadent

Selective Insurance Company of America Surety

Its Tammy R. Pittman, Attorney-in-Fact

Note: If the Principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of officer signing must be attached or be on file with the Board of County Road Commissioners. When someone other than an officer or owner is signing, a notarized CERTIFICATE OF SECRETARY must be attached. The Surety Company shall attach or have on file with the Board of County Road Commissioners, a valid power of attorney of person or persons executing bond for the Company.



Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BondNo.B 1241162

#### **POWER OF ATTORNEY**

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Tammy R. Pittman

Signed this 15th day of

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: \$4,000,000.00

	SELECTIVE INSURANCE COMPANY OF AMERICA
	By: SEAL 1926
	Brian C. Sarisky
	Its SVP, Strategic Business Units, Commercial Line English
STATE OF NEW JERSEY:	*
:ss. Branchville	
COUNTY OF SUSSEX :	
On this 15th day of March , 2021 before me, the acknowledged himself to be the Sr. Vice President of SICA, and	ne undersigned officer, personally appeared Brian GuSarisky, who ad that he, as such Sr. Vice President, being author Ections

do, executed the foregoing instrument for the purposes therein contained, by signing the name of the comparation by him as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. BQ241

Charlene Kimble Notary Public of New Jersey My Commission Expires 6/2/2021

March

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

, <del></del>	
CERTIFICATION	MANCE COMO
I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid	SEAL E
Signed this 15th day of March , 2021.	1926
Michael H. Lanza, SICA Corporate Secretary	± X

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper | B91 (4-14) right-hand corner of this Power of Attorney, contact us at 973-948-3000.

Client#: 8938

**CERTIFICATE NUMBER:** 

**JVCONT** 

**REVISION NUMBER:** 

ACORD...

COVERAGES

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2021

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	CONTACT Mary Morris					
ZERVOS GROUP, INC.	10/10/21	48 355 <sub>-</sub> 2175				
24724 Farmbrook	E-MAIL					
P O Box 2067	ADDRESS: mary@zervosgroup.com PRODUCER					
Southfield, MI 48037-2067	CUSTOMER ID #:					
	INSURER(S) AFFORDING COVERAGE	NAIC#				
JV CONTRACTING INC	INSURER A: Michigan Millers Mutual Insuran	14508				
7285 S State Rd.	INSURER B : Accident Fund Insurance Company	10166				
Goodrich, MI 48438-8860	INSURER C:					
- 10 10 10 0000	INSURER D:					
	INSURER E :					
	INSURER F:					

]	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,									
Lt	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSF LTR	SR ADDI SURPI				s					
Α	GEN	ERAL LIABILITY	X	X	C0525786	02/02/2021	02/02/2022	EACH OCCURRENCE	\$1,000,000	
	X	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	s100,000	
		CLAIMS-MADE OCCUR		İ				MED EXP (Any one person)	\$5,000	
	-	Contractual						PERSONAL & ADV INJURY	\$1,000,000	
ĺ	X	XCU	İ					GENERAL AGGREGATE	\$2,000,000	
	GEN'	L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000	
	<del></del>	POLICY X PRO-							\$	
Α	H-3	OMOBILE LIABILITY  ANY AUTO	Х	X	V0508141	02/02/2021	02/02/2022	COMBINED SINGLE LIMIT (Ea accident)	<sup>\$</sup> 1,000,000	
	$\vdash$	ALL OWNED AUTOS						BODILY INJURY (Per person)	\$	
	$\vdash$	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	X	NON-OWNED AUTOS							\$	
									\$	
Α		UMBRELLA LIAB X OCCUR	X	X	L0105829	02/02/2021	02/02/2022	EACH OCCURRENCE	\$5,000,000	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	s5,000,000	
		DEDUCTIBLE							\$	
		RETENTION \$ 10000							\$	
В	AND	KERS COMPENSATION EMPLOYERS' LIABILITY		X	WCV6159874	02/02/2021	02/02/2022	X WC STATU- OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					E.L. EACH ACCIDENT	\$1,000,000	
								E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
								E.L. DISEASE - POLICY LIMIT	\$1,000,000	
								4.18.18		
Pro	RIPTIC ject:	ON OF OPERATIONS / LOCATIONS / VEHICLE #95121, 2021 County-Wide P	LES (A <b>ave</b> r	ttach / nent	ACORD 101, Additional Remarks Schedul Legend Program	e, if more space i	s required)			

The Board of County Road Commissioners of the County of Oakland, the County of Oakland, the Office of the

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Road Commission for Oakland County 31001 Lahser Road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Berkley, MI 48025	AUTHORIZED REPRESENTATIVE
	and some

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	DESCRIPTIONS	(Continued from	n Page 1)			
Oakland County Water Resources Commissioner, any and all drainage district(s) and local unit(s) of government affected by the Project, the Michigan Department of Transportation, the Michigan Transportation Commission, and their respective officers, agents, and employees are listed as Additional Insureds per written contract with respect to work completed at the above job.						
				•		

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- SECTION II WHO IS AN INSURED, 2. is amended to include:
  - Any person or organization, hereinafter referred to as ADDITIONAL INSURED:
    - (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and
    - (2) For whom you are required to add as an additional insured on this Coverage Part

#### under:

- (1) A written contract or agreement; or
- (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued:

but only with respect to liability arising out of four work! performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include;
  - Automatic Additional Insured Provision

The written or oral contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement also must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

# 2: Conformance to Specific Written Contract or Agreement

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or
- Include coverage for completed operations; or
- c: Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 3., 4.a.(2) and/or 4.b., or any combination thereof, of this endorsement shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 3. and 4.a.(2) of this endorsement shall not apply and Paragraph 4.b. of this endorsement shall apply.

 SECTION' III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are in-

- clusive of and not in addition to the limits of insurance shown in the Declarations.
- 4. The following are added to SECTION I COVERAGES, COVERAGE A. BODILY
  INJURY AND PROPERTY DAMAGE
  LIABILITY, 2. Exclusions and SECTION I COVERAGES, COVERAGE B. PERSONAL
  AND ADVERTISING INJURY LIABILITY, 2.
  Exclusions:

The insurance provided to the additional insured does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the:
  - (1) Rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (b) Supervisory, inspection, architectural or engineering activities;
  - (2) Sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".
- "Bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard".

- c. "Bodily Injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) Insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
- SECTION. IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is amended to include:
  - a. Where required by a written contract or agreement, this insurance is primary and/or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and/or noncontributing, whichever applies, with this insurance,
  - b. Any Insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
    - As otherwise provided in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5, Other Insurance, b. Excess Insurance; or
    - (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED TO ADD AS ADD'L INS TO THIS POLICY BY WRITTEN CONTRACT OR AGRMT	
Information required to complete this Schedule, if not	shown above, will be shown in the Declarations.

A. Section II - Who is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional in sured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applic able Limits of insurance shown in the Declarations.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **CHANGES - AMENDMENT OF CANCELLATION PROVISIONS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY PART

In the event of cancellation of this policy, we agree to mail prior written notice of cancellation to:

#### **SCHEDULE**

- 1. Name: Road Commission for Oakland County
- 2. Address: 31001 Lahser Rd Berkley, MI 48025

We reserve the right to cancel the policy as permitted by policy terms and conditions. We will give the same advance notice of cancellation to the person(s) or organization(s) shown in the schedule above as we give to the Named insured shown in the Declarations unless indicated differently below.

Number of days except for non-payment of premium. Policy terms and conditions apply for non-payment of premium.

JVCONT **ACORD... INSURANCE BINDER** DATE 03/11/21 THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM. PHONE (A/C, No, Ext): 248-355-4411 PRODUCER 248 355-2175 APP109862 Michigan Millers Mutual Insurance C (A/C, No); EXPIRATION DATE **ZERVOS GROUP INC EFFECTIVE** DATE TIME 24724 Farmbrook X 12:01 AM Х 03/11/21 12:01 03/11/22 P O Box 2067 NOON ΡМ Southfield, MI 48037-2067 THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #.CODE: SUB CODE: AGENCY CUSTOMER ID: DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) 8938 INSURED Road Commission for Oakland Loc#1: Project # 95121 Wide Pavement County 31001 Lahser Road Legend Program, Beverly Hills, Mi., MI 48025-8860 Beverly Hills, Mi. 48025 **COVERAGES** LIMITS TYPE OF INSURANCE AMOUNT COVERAGE/FORMS DEDUCTIBLE COINS % PROPERTY CAUSES OF LOSS BASIC BROAD SPEC GENERAL LIABILITY \$ 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR MED EXP (Any one person) Х OCP PERSONAL & ADV INJURY \$ \$ 2,000,000 GENERAL AGGREGATE RETRO DATE FOR CLAIMS MADE: PRODUCTS - COMP/OP AGG \$ AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE HIRED AUTOS \$ MEDICAL PAYMENTS NON-OWNED AUTOS PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$ \$ AUTO PHYSICAL DAMAGE DEDUCTIBLE ALL VEHICLES SCHEDULED VEHICLES ACTUAL CASH VALUE COLLISION STATED AMOUNT OTHER THAN COL OTHER GARAGE LIABILITY AUTO ONLY - EA ACCIDENT ANY AUTO OTHER THAN AUTO ONLY EACH ACCIDENT **AGGREGATE** \$ **EXCESS LIABILITY** EACH OCCURRENCE \$ UMBRELLA FORM AGGREGATE OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE: SELF-INSURED RETENTION WC STATUTORY LIMITS WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ SPECIAL CONDITIONS/ OTHER COVERAGES FEES \$ \$ TAXES ESTIMATED TOTAL PREMIUM NAME & ADDRESS MORTGAGEE ADDITIONAL INSURED Contractor LOSS PAYEE

JV Contracting, Inc. LOAN# Stew M. Zwos ACORD 75 (2001/01) 1 of 2 #5862 NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE MEM **© ACORD CORPORATION 1993** 

#### **CONDITIONS**

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

#### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

#### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

#### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

# Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

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