



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

May 2, 2022

P.K Contracting, LLC
1965 Barrett
Troy, MI 48084

Re: Return of Contract Documents: 95122, County Wide Legend Program


P.K. Contracting, LLC:

The Road Commission for Oakland County executed the contract for the above subject project on April 29, 2022

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
Lamug, Cromwell
Robin Dunny / Julie Fisher
Risk Management
Jeff O'Brien
Finance

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

CONTRACT

FOR

County-Wide Legend Program

Road Commission for Oakland County Project:

Project 95122, County-Wide Legend Program

**P.K. Contracting, LLC
1965 Barrett
Troy, MI 48084**

THIS AGREEMENT, Made this 20th day of April, AD 2022,

by and between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a Public Body Corporate, herein after referred to as the Board, and **P.K. Contracting, LLC** a Michigan corporation, of **1965 Barrett, Troy, MI 48084**, hereinafter referred to as Contractor.

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.

Count-Wide 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: 95122
Location: County-Wide Legend Program
Description: A contract for 2022 County-Wide Legend Program located in Oakland County, Michigan

Project Number: 95122
Estimate Number: 1
Project Type: Traffic Operations
Location: County-Wide Legend Program

Project Engineer: Andreau Lamug
Date Created: 12/20/2021
Fed/State #:
Fed Item:
Control Section:

Description: A contract for 2022 County-Wide Legend Program located in Oakland County, Michigan

Bidder: P.K. Contracting, Inc.

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0001	8110011	Call Back, Mobilization	20	Ea	\$250.000	\$5,000.00
0002	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	35,000	Ft	\$2.200	\$77,000.00
0003	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	13,000	Ft	\$6.100	\$79,300.00
0004	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	4,500	Ft	\$8.100	\$36,450.00
0005	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	450	Ea	\$100.000	\$45,000.00
0006	8110068	Pavt Mrkg, Ovly Cold Plastic, Only	8	Ea	\$110.000	\$880.00
0007	8110069	Pavt Mrkg, Ovly Cold Plastic, Railroad Sym	20	Ea	\$300.000	\$6,000.00
0008	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	400	Ea	\$100.000	\$40,000.00
0009	8110074	Pavt Mrkg, Ovly Cold Plastic, School	100	Ea	\$190.000	\$19,000.00
0010	8110076	Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym	30	Ea	\$190.000	\$5,700.00
0011	8110077	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym	30	Ea	\$190.000	\$5,700.00
0012	8110078	Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	15	Ea	\$70.000	\$1,050.00
0013	8110343	Rem Spec Mrkg	103,000	Sft	\$1.300	\$133,900.00
0014	8110453	Recessing Pavt Mrkg, Guide Line	4,500	Ft	\$3.000	\$13,500.00
0015	8110562	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Dotted Turning Guide Line, White	4,500	Ft	\$6.000	\$27,000.00
0016	8117050	Pavt Mrkg, Ovly Cold Plastic, Circle (Roundabout) Symbol	20	Ea	\$150.000	\$3,000.00
Bid Total: \$498,480.00						

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:JO

PAGE 1 OF 5

RCOC20PC
ORG:11-24-21
REV:01-18-22

a. General

Submit a complete, detailed and signed MDOT Form 1130A, Progress Schedule, to the Engineer within seven (7) calendar days after Award and prior to starting work. The Engineer for this project is as follows:

Cromwell 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 1130A**. 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.

a. Expedited Schedule

This project is on an expedited schedule. The Contractor is expected to mobilize sufficient labor resources and equipment and to work the required overtime to maintain the expedited schedule. The Contractor 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.

2022

BOARD MEETING DATES
 BOARD OF ROAD COMMISSIONERS FOR THE COUNTY OF OAKLAND
 Board Meeting Dates / Road Closure Notification Dates

January 2022							February 2022							March 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			
<small>(TUE - Jan 1)</small>							<small>(THURSDAY - FEBRUARY 1)</small>							<small>(TUE - Mar 1)</small>						
April 2022							May 2022							June 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
<small>(MON - APR 1)</small>							<small>(MON - MAY 1)</small>							<small>(TUE - JUN 1)</small>						
July 2022							August 2022							September 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
<small>(MON - JUL 1)</small>							<small>(MON - AUG 1)</small>							<small>(TUE - SEP 1)</small>						
October 2022							November 2022							December 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			
<small>(MON - OCT 1)</small>							<small>(MON - NOV 1)</small>							<small>(TUE - DEC 1)</small>						

Board Meeting Dates **#** Road Closure Notification Date

b. Milestones**a. County-Wide Legends**

The project shall be sufficiently complete and in suitable condition, on or before **August 31, 2023**.

b. Entire Project Including Delayed Acceptance Items.

The entire project shall be completed on or before **May 1, 2023**.

c. Call back Legends

Shall be completed within **10 days** of notification.

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 2020 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 **November 15, 2022 – April 15, 2023**.

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:

2022: Memorial Day (from 3:00 pm Friday, May 27th – 6:00 am Tuesday, May 31st), 4th of July (from 3:00 pm Friday, July 1st – 6:00 am Tuesday, July 5th) or Labor Day (from 3:00 pm Friday, September 2nd – 6:00 am Tuesday, September 6th).

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 20, 2022, on Woodward Ave throughout Oakland County.
- (2) Arts Beats and Eats (<http://artsbeatseats.com/>) August 31 through September 2 - 5, 2022, City of Royal Oak.
- (3) Arts and Apples Festival (<https://www.pccart.org/festival/>), First week of September 2022, City of Rochester.
- (4) Oakland County Fair, (<https://www.oakfair.org/>), Week after July 4th of every year. July 8 through 17, 2022, Springfield Oaks Park, Springfield Twp.
- (5) Brooksie Way, (<https://www.thebrooksieway.com/>), September 2022, City of Rochester Hills.
- (6) Founders Festival, (<http://foundersfestival.com/>), Third week of July 2022, City of Farmington.
- (7) Milford Memories, (<https://www.milfordmemories.com/>), August 2022, City of Milford.
- (8) Berkley Days, (<http://www.berkleydays.com>), May 12-15, 2022 City of Berkley.
- (9) Holly Dickens Festival 2022 (<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 27-28, 2022
- (11) For other events, 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: Shannon J. M... .. Dennis G. Kolar
Dennis G. Kolar, P.E., Managing Director

P.K. CONTRACTING, LLC

Karen Bissanette By: Nicholas C. Shea L.S.

Nicholas C. Shea, Vice President
(Print or Type Name and Title)

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

BOND

FOR

County-Wide Legend Program

Road Commission for Oakland County Project:

Project 95122, County-Wide Legend Program

P.K. Contracting, LLC
1965 Barrett
Troy, MI 48084

RCOC PROJECT 95122
County-Wide Legend Program

Bond No. CMS0347663

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **P.K. Contracting, LLC, 1965 Barrett, Troy, MI 48084**, as principal, and RLI Insurance Company, 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 ninety-eight thousand four hundred eighty dollars and 00/100 (\$498,480.00)**, 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.

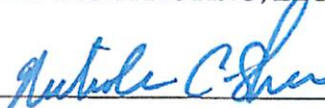
Sealed with our seals and dated this 12th day of April, A.D. 2022

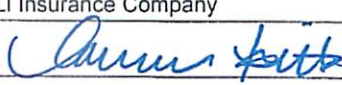
The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for construction, and 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

Lockton Companies
3657 Briarpark Dr., Ste. 700
Houston, TX 77042
713-458-5200

P.K. CONTRACTING, LLC

By 
Its Nicholas C. Shea, Vice President

RLI Insurance Company Surety
By 
Its Laura Kneitz, Attorney-in-Fact

RCOC PROJECT 95122
County-Wide Legend Program

Bond No. CMS0347663

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **P.K. Contracting, LLC**, 1965 Barrett, Troy, MI 48084, as principal, and RLI Insurance Company, 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 penal sum of **four hundred ninety-eight thousand four hundred eighty dollars and 00/100 (\$498,480.00)**, lawful money of the United States, to be paid to the said Board of County Road Commissioners or to its certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of April, A.D. 2022.

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.

P.K. CONTRACTING, LLC., Principal

By Nicholas C. Shea

Its Nicholas C. Shea, Vice President

RLI Insurance Company Surety

By Laura Kneitz

Its Laura Kneitz, 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.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Timothy F. Kelly, Robert F. Bobo, Florence McClellan, Kristin Darling, Autumn Stockton, Aaron P. Clark, Nicholas Patetta, Laura Kneitz, Dan W. Burton, Teresa D. Kelly, Craig C. Payne, Rachel Richardson, Averi Stockton, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of April, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

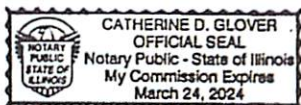
CERTIFICATE

On this 6th day of April, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 12th day of April, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)

4/12/2022

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 have ADDITIONAL INSURED provisions or 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 LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Travelers Indemnity Company	25658
	INSURER B : The Travelers Indemnity Company of Connecticut	25682
	INSURER C : The Charter Oak Fire Insurance Company	25615
	INSURER D : Travelers Property Casualty Co of America	25674
	INSURER E :	
	INSURER F :	

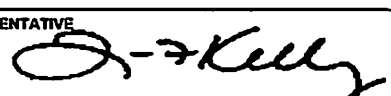
INSURED
1492493 P.K. Contracting, Inc.
1965 Barrett
Troy MI 48084-5372

COVERAGES CERTIFICATE NUMBER: 18415439 REVISION NUMBER: XXXXXXXX

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	ADDL 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"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	VTC2K-CO-8S997586-IND-22	1/1/2022	1/1/2023	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 - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	VTC2E-CAP-8S997605-TCT-22	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-8S997630-22-25	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	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	UB-8S548375-22-25-K	1/1/2022	1/1/2023	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Deductible for General Liability, Auto Liability and Workers Compensation: \$150,000. RE: Project: 95122, County - Wide Legend Program. Additional insured in favor of Road Commission for Oakland County on all policies (except Workers' Compensation/EL) where and to the extent required by written contract. All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

CERTIFICATE HOLDER 18415439 Road Commission for Oakland County 31001 Lahser Road Beverly Hills MI 48025	CANCELLATION 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 
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eQuote Bind Confirmation

Account Name: FRONTLINE ROAD SAFETY

Submission No.: 169125
GL Policy No.: 8S997586
GL Limit: \$1,000,000

Submission Status: Bound
Date of Activity: 4/27/2022
Umb Limit: \$1,000,000

Contractor Name: P.K. CONTRACTING, LLC

Policy Effective Date: 04/27/2022

Policy Expiration Date: 04/27/2023

Contract / Project No.: 95122 - *County Wide Legend*

Agent Name: Matthew Senchuk

Commission: 10%

Billing Type: Agency Bill - Full Payment

Issuing Company: The Travelers Indemnity Company

Name Insured	ROAD COMMISSION FOR
Total Cost of Construction	\$1,000,000
Policy No.	PRS-5R648394-IND
Limits (000s)	1000/2000
Premium	\$750

Note: A change in total cost of construction may result in a change in the rate used in our calculations, and result in a change in the premium(s) shown on the proposal.

Thanks for your business.

**SERVICE OF LEGAL DOCUMENT(S) STATEMENT
ROAD COMMISSION FOR OAKLAND COUNTY
CLERK'S OFFICE**

The Clerk's Office received the following legal document (copy attached).

<input type="checkbox"/> Summons and Complaint / Case (Lawsuit)	<input type="text"/>
<input type="checkbox"/> Notice	<input type="text"/>
<input type="checkbox"/> Subpoena	<input type="text"/>
<input type="checkbox"/> Garnishment	<input type="text"/>
<input checked="" type="checkbox"/> FOIA Requester Name / Add'l Info	City of Rochester / Paul Shumejko 2022 Pavement Markings Program Contract
<input type="checkbox"/> Other	<input type="text"/>

Service for the attached legal document was via:

<input type="checkbox"/> U.S. Mail – envelope attached	<input type="checkbox"/> Regular
	<input type="checkbox"/> Certified
<input type="checkbox"/> Courier Service (UPS, Fed Ex, etc.) – envelope attached	
<input checked="" type="checkbox"/> e-Mail	
<input type="checkbox"/> In person	

Date/Time Document Received:

ROAD COMMISSION
for **OAKLAND COUNTY**

RECEIVED

By Shannon Miller at 10:12 am, May 06, 2022

Copied/Scanned and transmitted to Legal by:

SM

Signed by Clerk's Office Staff

From: [Rucinski, Alexander](#)
To: [shumejkop](#)
Cc: [Miller, Shannon](#)
Subject: RE: 2022 RCOC Pavement Markings Program
Date: Friday, May 6, 2022 10:06:05 AM

Paul,

Yes requesting this information through the FOIA process is the correct way because it involves a request for a signed executed contract. I have copied RCOC's Clerk of the Board who handles these requests. Your e-mail will be considered as a FOAI request and be processed accordingly.

Please let me know if you have any questions or concerns.

Alex

From: Paul Shumejko <shumejkop@rochesterhills.org>
Sent: Friday, May 6, 2022 9:04 AM
To: Rucinski, Alexander <arucinski@rcoc.org>
Subject: Fwd: 2022 RCOC Pavement Markings Program

[EXTERNAL EMAIL]

Hi Alex,

I had a question regarding the RCOC pavement and legend program. The City has always requested from the RCOC the awarded contract information so that we could then request from the Vendor if they'd extend the same pricing to our City programs. We always just needed the RCOC awarded contract info with unit prices and our Purchasing Dept would accept that as it went through a formal bidding process.

We are trying to use the same process and are being informed that we have to submit a FOIA request request. Just wanted to confirm that this is the new RCOC process? Being that we are a government agency and work with the RCOC often we always had the information provided. Do I need to submit a FOIA?

Paul G. Shumejko, MBA, M.S., P.E., PTOE

Transportation Engineering Manager - DPS/ENG

City of Rochester Hills | 1000 Rochester Hills Drive | Rochester Hills, MI 48309

248.841.2489 (office) | shumejkop@rochesterhills.org | www.rochesterhills.org



----- Forwarded message -----

From: **Seth Bucholz** <bucholz@rochesterhills.org>

Date: Thu, May 5, 2022 at 4:41 PM

Subject: 2022 RCOC Pavement Markings Program

To: Lamug, Cromwell A <clamug@rcoc.org>

Cc: Paul Shumejko <shumejkop@rochesterhills.org>, Jenny McGuckin <mcguckinj@rochesterhills.org>

Hi Alex,

I hope you have been well lately. I am not sure if it was you I asked last week, but I am looking to inquire about the 2022 RCOC Pavement Markings Program. Last year, you provided us with several documents so that we could reach out to the winning bidder for a price extension for our own programs. We are currently drafting our Striping & Legends Program, and would definitely appreciate it if you can send these our way whenever you have the time.

Thank you

Seth Bucholz
DPS Engineering
Rochester Hills
(248)-841-2491



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#rmail#