



May 22, 2019

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

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Gregory C. Jamian
Commissioner

Andrea LaLonde
Commissioner

Re: Return of Contract Documents: # 95119, 2019 County-Wide Pavement Legend Program

JV Contracting, Inc.:

The Road Commission for Oakland County executed the contract for the above subject project on May 22, 2019.

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 Clerks 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,

Thomas G. Blust, P.E.
Director of Engineering

TGB/jlk
Enclosure

c: Clerks
Sharolyn Arnold/Cheryl Cox
Risk Management
Jeff O'Brien
Finance

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

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

CONTRACT

FOR

2019 County-Wide Pavement Legend Program

Road Commission for Oakland County Project:

Project # 95119, 2019 County-Wide Pavement Legend Program

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

THIS AGREEMENT, Made this 22nd day of May, AD 2019,
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 **JV Contracting, Inc** a Michigan corporation, of **7285 N. State Road, Goodrich, MI 48438**, 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.

2019 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 insure 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:

Road Commission for Oakland County

Bid Tabulation

Contract ID: 95119
Location: 2019 County Wide Legend Program
Description: A contract for installation of cold plastic pavement markings on various roads in Oakland County

Project Number: 95119	Project Engineer: Greg West
Estimate Number: 2	Date Created: 3/18/2019
Project Type: Miscellaneous	Fed/State #:
Location: County Wide Legend Program	Fed Item:
	Control Section:

Description: A contract for installation of cold plastic pavement markings on various roads in Oakland County

Bidder: JV Contracting, Inc.

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0001	8110011	Call Back, Mobilization	10	Ea	\$100.000	\$1,000.00
0002	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	25,000	Ft	\$1.800	\$45,000.00
0003	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	12,000	Ft	\$5.000	\$60,000.00
0004	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	6,000	Ft	\$8.000	\$48,000.00
0005	8110054	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Turning Guide Line, White	500	Ft	\$5.000	\$2,500.00
0006	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	450	Ea	\$90.000	\$40,500.00
0007	8110068	Pavt Mrkg, Ovly Cold Plastic, Only	10	Ea	\$90.000	\$900.00
0008	8110069	Pavt Mrkg, Ovly Cold Plastic, Railroad Sym	10	Ea	\$250.000	\$2,500.00
0009	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	500	Ea	\$90.000	\$45,000.00
0010	8110074	Pavt Mrkg, Ovly Cold Plastic, School	50	Ea	\$150.000	\$7,500.00
0011	8110076	Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym	15	Ea	\$160.000	\$2,400.00
0012	8110077	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym	15	Ea	\$160.000	\$2,400.00
0013	8110078	Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	15	Ea	\$70.000	\$1,050.00
0014	8110343	Rem Spec Mrkg	110,000	Sft	\$.900	\$99,000.00
0015	8110452	Recessing Pavt Mrkg, Turning Guide Line	500	Sft	\$5.000	\$2,500.00
0016	8117050	Pavt Mrkg, Cold Plastic, Circle (Roundabout) Symbol	30	Ea	\$200.000	\$6,000.00
Bid Total: \$366,250.00						

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: XX

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:

Gregory West
Road Commission for Oakland County
2420 Pontiac Lake Road
Waterford, MI 48328
248-858-4812
gwest@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 7 day 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

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, 2019**.

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, 2020**

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, 2019-April 15, 2020**

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:
2019: Memorial Day (from 3:00 pm Friday, May 24th – 6:00 am Tuesday, May 28th), 4th of July (from 3:00 pm Wednesday, July 3rd – 6:00 am Friday, July 5th) or Labor Day (from 3:00 pm Friday, August 30th – 6:00 am Tuesday, September 3rd).

2020: Memorial Day (from 3:00 pm Friday, May 22nd – 6:00 am Tuesday, May 26th), 4th of July (from 3:00 pm Thursday, July 2nd – 6:00 am Monday, July 6th) or Labor Day (from 3:00 pm Friday, September 4th – 6:00 am Tuesday, September 8th).

2021: Memorial Day (from 3:00 pm Friday, May 28th – 6:00 am Tuesday, June 1st), 4th of July (from 3:00 pm Friday, July 2nd – 6:00 am Tuesday, July 6th) or Labor Day (from 3:00 pm Friday, September 3rd – 6:00 am Tuesday, September 7th).

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/>), Third Weekend in August, on Woodward Ave throughout Oakland County.
- (1) (2) Arts Beats and Eats (<http://artsbeatseats.com/>) August 31 through September 3, 2018, City of Royal Oak.
- (2) (3) Arts and Apples Festival (<https://www.pccart.org/festival/>), September 7, 8, and 9, 2018, City of Rochester.
- (3) (4) Oakland County Fair, (<https://www.oakfair.org/>), Week after July 4th of every year. July 6 through 15, 2018, Springfield Oaks Park, Springfield Twp.
- (4) (5) Brooksie Way, (<https://www.thebrooksieway.com/>), September 22, 2018, City of Rochester Hills.
- (5) (6) Founders Festival, (<http://foundersfestival.com/>), July 19, 20, and 22, 2018, City of Farmington.
- (6) (7) Milford Memories, (<https://www.milfordmemories.com/>), August 10, 11, and 12, 2018, City of Milford.
- (7) (8) Berkley Days, (<http://www.berkleydays.com>), May 17, 18, 19, and 20, 2018, City of Berkley.
- (8) (9) Holly Dickens Festival 2018 (<https://hollydickensfestival.org/index.html>), Spans three weekends between Thanksgiving and Christmas.
- (9) (10) Michigan Renaissance Festival
- (10) Holly Township/Groveland Township
- (11) Weekends and Labor Day – August 18th through September 30th 2018 (Dates vary year to year)
- (12) Festival Contact: Cathy Parker (248) 240-6248
- (13) (11) Other events name, dates and times. (go here for more... <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 Miller Dennis G. Kolar
Dennis G. Kolar, P.E., Managing Director

JV CONTRACTING, INC.

Kristen Wilcley
By: Jim Valente L.S.
Jim Valente, President
(Print or Type Name and Title)

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

BOND

FOR

2019 County-Wide Pavement Legend Program

Road Commission for Oakland County Project:

Project # 95119, 2019 County-Wide Pavement Legend Program

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

RCOC PROJECT # 95119
2019 County-Wide Pavement Legend Program

PAYMENT BOND

Bond No. B 1214558

KNOW ALL MEN BY THESE PRESENTS, That we, , **JV Contracting, Inc., 7285 N. 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 **three hundred sixty-six thousand two hundred fifty** dollars and 00/100 (\$**366,250.00**), 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 16th day of May, A.D. 20 19

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

Zervos Group, Inc
24724 Farmbrook Rd.
Southfield, MI 48034
(248) 355-4411

JV CONTRACTING, INC.

By 

Its Jim Valente, President
Selective Insurance Company
of America Surety

By 

Its Donald W. Burden, Attorney-in-Fact

RCOC PROJECT # 95119
2019 County-Wide Pavement Legend Program

Bond No. 1214558

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **JV Contracting, Inc., 7285 N. 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 penal sum of **three hundred sixty-six thousand two hundred fifty** dollars and 00/100 (**\$366,250.00**), 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 16th day of May, A.D. 2019.

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

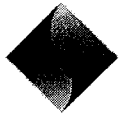
By 

Its Jim Valente, President
Selective Insurance Company
of America Surety

By 

Its Donald W. Burden, 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®

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

BondNo.B 1214558

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 **Donald W Burden**

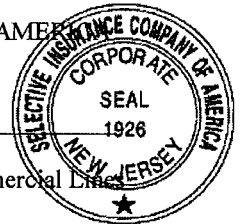
, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's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

Signed this 16th day of May, 2019

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



CERTIFIED COPY

STATE OF NEW JERSEY :

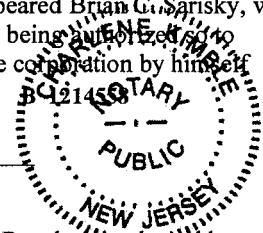
:ss. Branchville

COUNTY OF SUSSEX :

On this 16th day of May, 2019 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

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

Notary Public



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."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 16th day of May, 2019.

Michael H. Lanza, SICA Corporate Secretary



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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

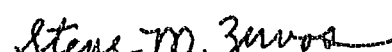
PRODUCER ZERVOS GROUP, INC. 24724 Farmbrook (248) 355-4411 P.O. Box 2067 Southfield, MI 48037-2067		CONTACT NAME: Mary Morris PHONE (A/C, No, Ext): 248 355-4411 FAX (A/C, No): 248 355-2175 E-MAIL ADDRESS: mary@zervosgroup.com	
INSURED JV CONTRACTING INC 7285 S. State Street Goodrich, Mi. 48438-8860		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Michigan Millers Mutual Insurance Co 14508 INSURER B : Accident Fund Insurance Company 10166 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSR	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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	C0525786	02/02/2019	02/02/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	V0508141	02/02/2019	02/02/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	L0105829	02/02/2019	02/02/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	W6159874	02/02/2019	02/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project # 95119-2019 County Wide Legend Program

CERTIFICATE HOLDER Oakland County Road Commission 31001 Lasher Road Berkley, 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 

ACORD™ INSURANCE BINDER		DATE 05/21/19
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.		
PRODUCER ZERVOS GROUP, INC. 24724 Farmbrook (248) 355-4411 P.O. Box 2067 Southfield, MI 48037-2067	PHONE (A/C, No, Ext): 248-355-4411 FAX (A/C, No): 248 355-2175	COMPANY Michigan Millers Mutual Insurance C BINDER # BINDER102579
CODE: _____ SUB CODE: _____		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #
AGENCY CUSTOMER ID: 8938		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Job#: 1 Project #95119, 2019 County-Wide Pavement Legend Program RCOC Address: 31001 Lahser Road Beverly Hills, MI. 48025
INSURED Road Commission for Oakland County c/o JV Contracting, LLC 7285 South State Street Gooderich, Mi. 48434-8860		

COVERAGES	LIMITS																			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">TYPE OF INSURANCE</th> <th style="width: 50%;">COVERAGE/FORMS</th> </tr> <tr> <td> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC </td> <td></td> </tr> <tr> <td> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP </td> <td> EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ </td> </tr> <tr> <td> RETRO DATE FOR CLAIMS MADE: _____ </td> <td></td> </tr> <tr> <td> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS </td> <td> COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$ </td> </tr> <tr> <td> AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____ </td> <td> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER \$ </td> </tr> <tr> <td> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO </td> <td> AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ </td> </tr> <tr> <td> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM </td> <td> RETRO DATE FOR CLAIMS MADE: _____ EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS </td> </tr> <tr> <td> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY </td> <td> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ </td> </tr> <tr> <td> SPECIAL CONDITIONS/ OTHER COVERAGES </td> <td> FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$ </td> </tr> </table>	TYPE OF INSURANCE	COVERAGE/FORMS	PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$	RETRO DATE FOR CLAIMS MADE: _____		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$	AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER \$	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE: _____ EACH OCCURRENCE \$ AGGREGATE \$ 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 \$
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NAME & ADDRESS	
Contractor: JV Contracting LLC ○	MORTGAGEE _____ LOSS PAYEE _____ ADDITIONAL INSURED _____ LOAN # _____ AUTHORIZED REPRESENTATIVE <i>Steve M. Zuvos</i>

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.

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

B 1214558

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That **JV Contracting Inc**
7285 S State Rd Goodrich, MI 48438 (hereinafter called the Principal)
as Principal, and the **SELECTIVE INSURANCE COMPANY OF AMERICA**, a corporation created and
existing under the laws of the State of New Jersey, with its principal office in Branchville, New Jersey
(hereinafter called the Surety), as Surety,

are held and firmly bound unto **Oakland County Road Commission**
31001 Lahser Rd. Beverly Hills, MI 48025 (hereinafter called the Obligee)

in the full and just sum of **TWENTY FIVE THOUSAND & NO/100-----**
(\$25,000.00), good and lawful money of the United States of America, to the payments of which sum of
money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this **16th** day of **April** A.D. **2019** .

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60
days to the Principal for

Project #95119 - 2019 County Wide Legend Program

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make
and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and
shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the
Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by
reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void;
otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

WITNESS:
Gynda M. Stowers
(If individual or Firm)

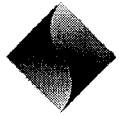
JV Contracting Inc

Jim Valente (SEAL)
Jim Valente, President (SEAL)
Principal

ATTEST:
[Signature]
(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA

By: *Donald W Burden*
Attorney-in-Fact
Donald W Burden



SELECTIVE[®]

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

BondNo.B 1214558

POWER OF ATTORNEY

Public Bid

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 **Donald W Burden**

, 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: **\$750,000.00**

Signed this 16th day of April, 2019

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



CERTIFIED COPY

STATE OF NEW JERSEY :

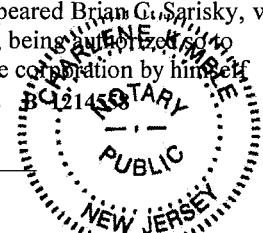
:ss. Branchville

COUNTY OF SUSSEX :

On this 16th day of April, 2019 before me, the undersigned officer, personally appeared Brian G. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

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

Notary Public



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."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 16th day of April, 2019.

Michael H. Lanza, SICA Corporate Secretary



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.



Inter-Departmental Memorandum

**ENGINEERING DEPARTMENT
Right of Way Division**

DATE: May 21, 2019

TO: Thomas G. Blust, P.E.
Director of Engineering

FROM: Michael Smith 
Right of Way and Contracts Manager

SUBJECT: CONTRACTS AND BONDS

This contractor has complied with our requirements for the following listed project in regard to the Bonds and Insurance Certificates. The Contract is now ready for the effective date and Managing Director's signature.

Project Number: 95119

Project Name: 2019 COUNTY-WIDE PAVEMENT LEGEND PROGRAM

Awarded to: JV CONTRACTING, INC.

Contract Price: \$366,250.00

Construction Start Date: JUNE 3, 2019

Date Bid Received: APRIL 16, 2019

Date Board Accepted Bid: MAY 9, 2019

Attachment
MS/nc

Quality Life through Good Roads "We Care"




Inter-Departmental Memorandum

**ENGINEERING DEPARTMENT
Right of Way Division**

DATE: May 21, 2019

TO: Shannon Miller
Clerks Office

FROM: Michael Smith 
Right of Way and Contracts Manager

SUBJECT: RELEASE OF BID CHECK

Project Number: 95119

Project Name: 2019 COUNTY-WIDE PAVEMENT LEGEND PROGRAM

**Return bid check to: JV CONTRACTING, INC.
7285 N. STATE RD, GOODRICH, MI 48438**

Amount of Bid Check: \$25,000.00

The signed contract and bonds for the project listed above have been submitted.

MS/nc