



Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Gregory C. Jamian
Commissioner

Andrea LaLonde
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 6, 2020

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

Re: Project: # 95120, 2020 County Wide Legend Program

Bid Deposit: \$25,000.00 Bid Date: February 4, 2020

JV Contracting.:

The Road Commission for Oakland County accepted your proposal on March 5, 2020.

Submitted herewith for the subject project are three originals each of the following, which must be returned to the Road Commission properly executed within 14 days from the date of this mailing: 1) Contract Documents, 2) Bond Forms.

Please execute the above documents in duplicate and return two originals to Michael Smith, Right-of-Way and Contracts Manager. You may keep one original contract document for your records. They will then be forwarded to the Managing Director for execution and one copy will be returned for your files. Please do not date the contract, the contract will be dated when it is signed by the Managing Director. The bond form must be dated before submitting.

In addition, you must submit or have submitted, certificate of insurance and Owner's Protective Public Liability Insurance. Insurance documents must be submitted together with the contract documents and bond forms. The insurance certificate must list additional insured parties as defined in the proposal under the "Special Provision for Indemnification, Damage Liability and Insurance." The insurance company is required to show their company name, complete address and telephone number on the appropriate documents; the Road Commission project number should be included on all insurance documents.

This Proposal and Plans shall be adhered to in the construction of this Project. The Project Proposal and Plans may be electronically downloaded from www.bidexpress.com.

Also, attached to this letter is a Contractor Material Disposal Form to be filled out and submitted to the Project Engineer at the Pre-Construction Meeting. The intent of this form is to ensure that all requirements for disposal of material has been met prior to actual disposal.



2020 County Wide Legend Program
Project # 95120
Page 2 of 2

If an Officer of the Company does not execute the Contract, a CERTIFICATE OF SECRETARY must be included with the Contract.

Do not staple any pages to the Contracts or Bonds just insert them into the documents. And please do not disassemble or remove any of the inserted documents which are part of these Contracts and Bonds.

Return Contract, Bond and Insurance Certificate to Michael Smith, Right of Way & Contracts Manager, Road Commission for Oakland County, 31001 Lahser Road, Beverly Hills, MI 48025.

We will be contacting you shortly to arrange for a preconstruction meeting. Your Safety Program and Progress Schedule identifying major items of work and subcontractors should be prepared and submitted at this meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Blust", with a long horizontal flourish extending to the right.

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

for

TGB/jlk
Enclosure

c: Sharolyn Arnold
Michael Smith
Nena Cannon
Project Engineer

CONTRACTOR MATERIAL DISPOSAL

PROJECT NAME & NUMBER: _____

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				

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

CONTRACT

FOR

2020 County Wide Legend Program

Road Commission for Oakland County Project:

Project # 95120, 2020 County Wide Legend Program

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

THIS AGREEMENT, Made this _____ day of _____, AD 20____, 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 S. 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.

2020 County 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:

Road Commission for Oakland County

Bid Tabulation

Contract ID: 95120
Location: 2020 County Wide Legend Program
Description: A contract for installation of cold plastic pavement markings on various roads in Oakland County

Project Number: 95120	Project Engineer: Greg West
Estimate Number: 2	Date Created: 01/09/2020
Project Type: Miscellaneous	Fed/State #:
Location: 2020 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	\$300.000	\$3,000.00
0002	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	25,000	Ft	\$2.000	\$50,000.00
0003	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	12,000	Ft	\$5.200	\$62,400.00
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	\$6.000	\$3,000.00
0006	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	450	Ea	\$100.000	\$45,000.00
0007	8110068	Pavt Mrkg, Ovly Cold Plastic, Only	10	Ea	\$100.000	\$1,000.00
0008	8110069	Pavt Mrkg, Ovly Cold Plastic, Railroad Sym	10	Ea	\$275.000	\$2,750.00
0009	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	500	Ea	\$100.000	\$50,000.00
0010	8110074	Pavt Mrkg, Ovly Cold Plastic, School	50	Ea	\$175.000	\$8,750.00
0011	8110076	Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym	15	Ea	\$175.000	\$2,625.00
0012	8110077	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym	15	Ea	\$175.000	\$2,625.00
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	\$1.000	\$110,000.00
0015	8110452	Recessing Pavt Mrkg, Turning Guide Line	500	Sft	\$6.000	\$3,000.00
0016	8117050	_ Pavt Mrkg, Cold Plastic, Circle (Roundabout) Symbol	30	Ea	\$250.000	\$7,500.00
Bid Total: \$400,700.00						

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, 2020**.

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, 2021**

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, 2020-April 15, 2021**

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: _____

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

JV CONTRACTING, INC.

By: _____ L.S.

(Print or Type Name and Title)

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

BOND

FOR

2020 County Wide Legend Program

Road Commission for Oakland County Project:

Project # 95120, 2020 County Wide Legend Program

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

RCOC PROJECT # 95120
2020 County Wide Legend Program

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **JV Contracting, Inc. 7285 S. State Road, Goodrich, MI 48438**, as principal, and _____, 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 thousand seven hundred dollars and 00/100 (\$400,700.00)**, 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 _____, 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.

By _____

Its _____

_____ Surety

By _____

Its _____

RCOC PROJECT # 95120
2020 County Wide Legend Program

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **JV Contracting, Inc. 7285 S. State Road, Goodrich, MI 48438**, as principal, and _____, 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 thousand seven hundred dollars and 00/100 (\$400,700.00)**, 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 _____ day of _____, A.D. 20_____.

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 _____

_____ Surety

By _____

Its _____

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.