



March 24, 2020

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

**Board of Road Commissioners**

**Ronald J. Fowkes**  
Commissioner

**Gregory C. Jamian**  
Commissioner

**Andrea LaLonde**  
Commissioner

Re:Return of Contract Documents:# 94120,2020 County Wide Striping Program

P.K. Contracting, Inc.:

The Road Commission for Oakland County executed the contract for the above subject project on March 24, 2020.

One copy each of the executed contract, bond and a copy of the insurance documents are returned herewith for your records and file.

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

Engineering Department  
31001 Lahser Road  
Beverly Hills, MI 48025

248-645-2000

FAX  
248-645-0618

[www.rcocweb.org](http://www.rcocweb.org)

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

**CONTRACT**

**FOR**

2020 County Wide Striping Program

Road Commission for Oakland County Project:

Project # 94120, 2020 County Wide Striping Program

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

THIS AGREEMENT, Made this 24<sup>th</sup> day of March, AD 2020,  
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,  
Inc.** 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.

### 2020 County Wide Striping 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

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**Contract ID:** 94120  
**Location:** 2020 County Wide Striping Program  
**Description:** A project for the installation of Sprayable Thermoplastic Pavement Striping on Various Roads in Oakland County

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**Project Number:** 94120  
**Estimate Number:** 1  
**Project Type:** Miscellaneous  
**Location:** 2020 County Wide Striping Program

**Project Engineer:** Greg West  
**Date Created:** 01/09/2020  
**Fed/State #:**  
**Fed Item:**  
**Control Section:**

**Description:** A project for the installation of Sprayable Thermoplastic Pavement Striping on Various Roads in Oakland County

Bidder: P.K. Contracting, Inc.

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0001	8110011	Call Back, Mobilization	30	Ea	\$1,000.000	\$30,000.00
0002	8110154	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	8,000,000	Ft	\$.123	\$984,000.00
0003	8110155	Pavt Mrkg, Sprayable Thermopl, 6 inch, White	7,000,000	Ft	\$.165	\$1,155,000.00
0004	8110157	Pavt Mrkg, Sprayable Thermopl, 8 inch, White	5,000	Ft	\$.250	\$1,250.00
0005	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	150,000	Ft	\$.050	\$7,500.00
0006	8110233	Pavt Mrkg, Waterborne, 6 inch, White	80,000	Ft	\$.070	\$5,600.00
0007	8110450	Recessing Pavt Mrkg, Longit	5,000	Ft	\$.750	\$3,750.00
0008	8117001	_ Pavt Mrkg, Waterborne, Curb, 8 Inch, Yellow	5,000	Ft	\$.500	\$2,500.00
0009	8117050	_ Witness, Log	30	Ea	\$1,000.000	\$30,000.00
0010	8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	50,000	Ft	\$.500	\$25,000.00

**Bid Total: \$2,244,600.00**

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:

**PROGRESS CLAUSE**

RCOC/DESIGN: XX

Page 1 of 3

RCOC12PC ORG: 3/07/2019

REV: 3/21/2019

**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 striping

shall be completed on or before **July 31, 2020**.

2. Call back striping,

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

3. Entire Project Including Delayed Acceptance Items.

The entire project shall be completed on or before **April 15, 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**

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:

2020: Memorial Day (from 3:00 pm Friday, May 24<sup>th</sup> – 6:00 am Tuesday, May 28<sup>th</sup>), 4<sup>th</sup> of July (from 3:00 pm Wednesday, July 3<sup>rd</sup> – 6:00 am Friday, July 5<sup>th</sup>) or Labor Day (from 3:00 pm Friday, August 30<sup>th</sup> – 6:00 am Tuesday, September 3<sup>rd</sup>).



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

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

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 4<sup>th</sup> 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 18<sup>th</sup> through September 30<sup>th</sup> 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 J Miller

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

**P.K. CONTRACTING, INC.**

Karen Bessanette

By: Aden Shea L.S.

Aden Shea, President  
(Print or Type Name and Title)

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

**BOND**

**FOR**

2020 County Wide Striping Program

Road Commission for Oakland County Project:

Project # 94120, 2020 County Wide Striping Program

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

RCOC PROJECT # 94120  
2020 County Wide Striping Program

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **P.K. Contracting, Inc. 1965 Barrett, Troy, MI 48084**, 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 **two million two hundred forty-four thousand six hundred dollars and 00/100 (\$2,244,600.00)**, 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**P.K. CONTRACTING, INC.**

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Its \_\_\_\_\_

RCOC PROJECT # 94120  
2020 County Wide Striping Program

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **P.K. Contracting, Inc. 1965 Barrett, Troy, MI 48084**, 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 **two million two hundred forty-four thousand six hundred dollars and 00/100 (\$2,244,600.00)**, 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.

**P.K. 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.

RCOC PROJECT # 94120  
2020 County Wide Striping Program

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **P.K. Contracting, Inc. 1965 Barrett, Troy, MI 48084**, as principal, and Travelers Casualty and Surety 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 **two million two hundred forty-four thousand six hundred dollars and 00/100 (\$2,244,600.00)**, 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 March,  
A.D. 20 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.

**P.K. CONTRACTING, INC.,** Principal

By 

Its Aden Shea, President

Travelers Casualty and Surety Company of America Surety

By 

Its Susan L. Small, 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.

RCOC PROJECT # 94120  
2020 County Wide Striping Program

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **P.K. Contracting, Inc. 1965 Barrett, Troy, MI 48084**, as principal, and Travelers Casualty and Surety 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 **two million two hundred forty-four thousand six hundred dollars and 00/100 (\$2,244,600.00)**, 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 March, A.D. 2020

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

VTC Insurance Group  
1175 West Long Lake Road, Suite 200  
Troy, MI 48098  
248-828-3377

**P.K. CONTRACTING, INC.**

By 

Its Aden Shea, President

Travelers Casualty and Surety Company of America Surety

By 

Its Susan L. Small, Attorney-In-Fact



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of TROY

Michigan, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof,** I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company'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 or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of March, 2020



*Kevin E. Hughes*  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**





# INSURANCE BINDER

DATE (MM/DD/YYYY)  
3/23/2020**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.**

AGENCY VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960		COMPANY Travelers	BINDER # B2032370281
PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741		DATE EFFECTIVE 3/23/2020	TIME 12:01
AGENCY CUSTOMER ID: 00001470		DATE EXPIRATION 3/23/2021	TIME 12:01 AM
INSURED AND MAILING ADDRESS Road Commission for Oakland County 31001 Lahser Road Beverly Hills MI 48025		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Project: #94120 - 2020 County Wide Striping Program Job Cost: \$2,244,600 Contractor: P. K. Contracting, Inc. 1965 Barrett St Troy, MI 48084	
CODE: SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # OCP BINDER	

**COVERAGES****LIMITS**

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors <input type="checkbox"/> Protective Liability	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$ 1,000,000
		PRODUCTS - COM/OP AGG		\$
VEHICLE 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		\$
				\$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES COLLISION: _____ OTHER THAN COL: _____		ACTUAL CASH VALUE		
		STATED AMOUNT		\$
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		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		PER STATUTE		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

**NAME & ADDRESS**

	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
LOAN #:		
AUTHORIZED REPRESENTATIVE		
Alan Chandler/V45		<i>Alan P. Chandler</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/10/2020

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

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

PRODUCER VTC Insurance Group  1175 West Long Lake Road Suite 200 Troy, MI 48098	1-248-828-3377	CONTACT NAME: Gayle Botner PHONE (A/C, No, Ext): 248-828-3377 E-MAIL ADDRESS: gbotner@vtcins.com	FAX (A/C, No): 248-828-3741
INSURED P.K. Contracting, Inc.  1965 Barrett Troy, MI 48084-5372	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: PHOENIX INS CO		25623	
INSURER B: TRAVELERS PROP CAS CO OF AMER		25674	
INSURER C: TRAVELERS IND CO OF CT		25682	
INSURER D: CHARTER OAK FIRE INS CO		25615	
INSURER E: GREAT AMER INS CO		16691	
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 58709961      **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 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"/> X, C, U Included  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	C0324P3222	12/31/19	12/31/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	810324P3222	12/31/19	12/31/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP4P45443A	12/31/19	12/31/20	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB8J540671	12/31/19	12/31/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment			6601813X9133	12/31/19	12/31/20	Limit 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Where required by written contract, the following is addt'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and addt'l ins with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the following as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability Project #94120 - 2020 County Wide Striping Program  
 Additional Insured: Road Commission for Oakland County

**CERTIFICATE HOLDER****CANCELLATION**

Road Commission for Oakland County  
 31001 Lahser Road  
 Beverly Hills, MI 48025

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

USA



Inter-Departmental Memorandum

ENGINEERING DEPARTMENT  
Right of Way Division

DATE: March 23, 2020

**To:** Thomas G. Blust, P.E. ✓  
Director of Engineering

**FROM:** Michael Smith *MS* ✓  
Right of Way and Contracts Manager

**SUBJECT: CONTRACTS AND BONDS**

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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: **94120**

Project Name: **2020 County Wide Striping Program**

Awarded to: **P.K. Contracting**

Contract Price: **\$2,244,600.00**

Construction Start Date: **April 6, 2020**

Date Bid Received: **February 4, 2020**

Date Board Accepted Bid: **March 5, 2020**

Attachment  
MS/nc

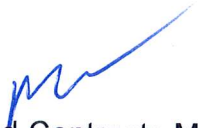


Inter-Departmental Memorandum

ENGINEERING DEPARTMENT  
Right of Way Division

DATE: March 23, 2020

**To:** Shannon Miller ✓  
Clerks Office

**FROM:** Michael Smith   
Right of Way and Contracts Manager

**SUBJECT: RELEASE OF BID CHECK**

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Project Number: **94120**

Project Name: **2020 County Wide Striping Program**

Return bid check to **P.K. Contracting**

Amount of Bid Check: **\$50,000.00**

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

MS/nc