



May 11, 2017

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

Re: Return of Contract Documents:  
#94117, 2017 COUNTY WIDE STRIPING PROGRAM

P.K. Contracting, Inc.:

The Road Commission for Oakland County executed the contract for the above subject project on May 10, 2017.

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/mac  
Enclosure

c: Clerks  
Risk Management  
Greg West  
Finance

**Board of Road Commissioners**

**Ronald J. Fowkes**  
Commissioner

**Gregory C. Jamian**  
Commissioner

**Eric S. Wilson**  
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](http://www.rcocweb.org)

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

**CONTRACT  
FOR**

A CONTRACT FOR PAVEMENT STRIPING FOR VARIOUS ROADS LOCATED IN  
OAKLAND COUNTY, MICHIGAN.

Road Commission for Oakland County Project:

Project #94117, 2017 COUNTY WIDE STRIPING PROGRAM

P.K. CONTRACTING, INC.  
1965 BARRETT  
TROY, MI 48084

THIS AGREEMENT, Made this 10<sup>th</sup> day of May, AD 2017,  
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.

#### DESCRIPTION OF PROJECT

A CONTRACT FOR PAVEMENT STRIPING FOR VARIOUS ROADS LOCATED IN OAKLAND COUNTY, MICHIGAN.

#### 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:

PROJECT NO. 94117 - 2017 STRIPING PROGRAM		P.K. Contracting, Inc.	
Item	Quantity	Price	Extension
<b>Schedule of Items (Itemized Bid Sheet)</b>			
8110153 - Pavt Mrkg, Sprayable Thermoplastic, 4" White - Ft	8,000,000	\$0.0980	\$784,000.0000
8110154 - Pavt Mrkg, Sprayable Thermoplastic, 4" Yellow - Ft	6,000,000	\$0.1170	\$702,000.0000
8110231 - Pavt Mrkg, Waterborne, 4" White - Ft	15,000	\$0.0700	\$1,050.0000
8110232 - Pavt Mrkg, Waterborne, 4" Yellow - Ft	15,000	\$0.0700	\$1,050.0000
8110092 - Pavt Mrkg, Polyurea, 4" Yellow - Ft	20,000	\$0.6000	\$12,000.0000
8110091 - Pavt Mrkg, Polyurea, 4" White - Ft	20,000	\$0.6000	\$12,000.0000
<b>Item List</b>			
8117050 - Pavt Mrkg, Waterborne, Curb, 8" Yellow - Ft	7,000	\$0.50	\$3,500.00
8110011 - Call Back Mobilization - Ea	20	\$500.00	\$10,000.00
8110451 - Recessed Pavt Mrkg, Turning Guide - Sft	500	\$0.75	\$375.00
8110210 - Pavt Mrkg, Longit, 6" or less width, Rem - Ft	11,000	\$0.50	\$5,500.00
<b>10 Items</b>	<b>Totals</b>		<b>\$1,531,475.0000</b>

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: DH

Page 1 of 2

RCOC12PCL ORG: 2-12-2015  
REV: 2/7/2017

#### **a. General**

Start work within ten (10) days after receiving Notice of Award of Contract.

Road cannot be closed until RCOC Board approves resolution. RCOC shall receive notice from contractor before agenda deadline date (approximately two weeks before Board meeting). Contractor can obtain Board meeting information by contacting RCOC.

In no case, shall any work be commenced prior to receipt of formal Notice of Award of Contract by the Department. After receiving Notice of Award, start work on the date agreed upon with the Engineer. In no case, shall any work be commenced prior to receipt of formal notice of award.

The low bidder(s) for the work covered by this proposal will be required to meet with Road Commission representatives to submit a Progress Schedule in accordance with Section 102.14, Construction Progress Schedule, of the MDOT 2012 Standard Specifications for Construction. The project Engineer will arrange the time and place for this meeting within two weeks after the low bidder is determined. The named Subcontractor(s) for Designated and/or Specialty Items, as shown in the proposal, is (are) recommended to be at the scheduled meeting if such items materially affect the work schedule.

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.

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

Failure on the part of the Contractor to carry out the provisions of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

#### **b. Expedited Schedule**

**This project is on an expedited schedule.** The Contractor is expected to mobilize sufficient labor resources and equipment and to work the required overtime to maintain the expedited schedule. The contractor shall include any costs associated with maintaining the expedited schedule in the Bid Items for work, as it will not be paid separately.

#### **c. Milestones**

1. Entire Project

Entire project shall be completed on or before **August 1, 2017**.

**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 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 shutdown date of **November 15, 2017**.

Assessment of Liquidated Damages applies to hourly restrictions included in the Maintaining Traffic Special Provision.

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: *Dannan Miller*

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

P.K. CONTRACTING, INC.

*Karen Bissone*

By: *David Moriarty* L.S.

David Moriarty, Estimator  
\_\_\_\_\_  
(Print or Type Name and Title)



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

**BOND**

**FOR**

A CONTRACT FOR PAVEMENT STRIPING FOR VARIOUS ROADS LOCATED IN  
OAKLAND COUNTY, MICHIGAN.

Road Commission for Oakland County Project:

Project #94117, 2017 COUNTY WIDE STRIPING PROGRAM

P.K. CONTRACTING, INC.  
1965 BARRETT  
TROY, MI 48084

RCOC PROJECT #94117  
2017 COUNTY WIDE STRIPING PROGRAM

PERFORMANCE BOND  
Bond No. 106725850

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 One Million Five Hundred Thirty-one Thousand, Four Hundred Seventy-five dollars and 00/100, 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 2nd day of May,  
A.D. 20 17.

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 David Moriarty  
Its David Moriarty, Estimator

Travelers Casualty and Surety Company of America Surety

By Susan L. Small  
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 #94117  
2017 COUNTY WIDE STRIPING PROGRAM

PAYMENT BOND  
Bond No. 106725850

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 One Million Five Hundred Thirty-one Thousand, Four Hundred Seventy-five dollars and 00/100, 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 2nd day of May, A.D. 2017

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 David Moriarty, Estimator

Travelers Casualty and Surety Company of America Surety

By 

Its Susan L. Small, Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231301

Certificate No. 006964706

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Ian J. Donald, Jeffrey A. Chandler, Kathleen M. Irelan, Robert Trobec, Alan P. Chandler, Susan L. Small, and Meagan L Kress

of the City of Troy, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 1st day of September, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 1st day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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.



[Signature]
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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 and duly attested and sealed with the Company's seal by a Secretary or 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of May, 2017.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2017

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).

<b>PRODUCER</b> VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	<b>CONTACT NAME:</b> Gayle Botner <b>PHONE (A/C, No, Ext):</b> (248) 828-3377 <b>E-MAIL ADDRESS:</b> gbotner@vtcins.com	<b>FAX (A/C, No):</b> (248) 828-3741
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  P.K. Contracting, Inc. 1965 Barrett Troy, MI 48084-5372	<b>INSURER A:</b> Charter Oak Fire Insurance	<b>NAIC #</b> 25615
	<b>INSURER B:</b> Travelers Prop. Cas.Co. Of Ame	<b>NAIC #</b> 25674
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 16-17 PK Master                      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Blanket Add'l Insured	<input checked="" type="checkbox"/>	CO324P3222	12/31/2016	12/31/2017	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> x,c,u included					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					Employee Benefits \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS		810324P3222	12/31/2016	12/31/2017	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 20,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 20,000,000
	DED	RETENTION \$	CUP324P3222	12/31/2016	12/31/2017	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A	JUB611K6637	12/31/2016	12/31/2017	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: #94117 - 2017 County Wide Striping Program. Where required by written contract, Road Commission of Oakland County is additional insured on the General Liability policy with respect to liability arising out of the ongoing operations performed by the named insured.

<b>CERTIFICATE HOLDER</b>  Road Commission of Oakland County 31001 Lahser Rd Beverly Hills, MI 48025	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Alan Chandler/V45 <i>Alan P. Chandler</i>

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# INSURANCE BINDER


DATE (MM/DD/YYYY)  
5/8/2017**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.**

<b>AGENCY</b> <b>VTC Insurance Group</b> <b>Troy Office</b> <b>1175 W. Long Lake Ste. 200</b> <b>Troy MI 48098-4960</b> <b>PHONE (A/C, No, Ext): (248) 828-3377</b> <b>FAX (A/C, No): (248) 828-3741</b>		<b>COMPANY</b> <b>Travelers</b>		<b>BINDER #</b> <b>B175866213</b>	
<b>CODE:</b> <b>AGENCY CUSTOMER ID: 00001470</b> <b>INSURED AND MAILING ADDRESS</b> <b>Road Commission of Oakland County</b> <b>31001 Lahser Road</b> <b>Beverly Hills MI 48025</b>		<b>DATE EFFECTIVE</b> <b>5/8/2017 12:01</b>		<b>DATE EXPIRATION</b> <b>7/8/2017</b>	
		<b>TIME</b> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM		<b>TIME</b> <input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON	
		<input type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY <input type="checkbox"/> PER EXPIRING POLICY # <b>OCP 94117</b>			
		<b>DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)</b> <b>Project: #94117-2017 County Wide Striping Program</b> <b>Job Cost: \$1,531,475.00</b> <b>Contractor: P. K. Contracting, Inc.</b> <b>1965 Barrett</b> <b>Troy, MI 48084</b>			

**COVERAGES****LIMITS**

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

**NAME & ADDRESS**

		<b>MORTGAGEE</b>		<b>ADDITIONAL INSURED</b>	
		<b>LOSS PAYEE</b>			
		<b>LOAN #:</b>			
		<b>AUTHORIZED REPRESENTATIVE</b> Alan Chandler/V45			

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. 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 Arizona

Binders are effective for no more than ninety (90) days.

### 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 Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

### 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 Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

### Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

### 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.

### Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

### Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

### Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.