



March 25, 2021

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

Re: Return of Contract Documents: #94121, County-Wide Pavement Striping Program

JV Contracting, Inc.:

The Road Commission for Oakland County executed the contract for the above subject project on March 25, 2021

One copy each of the executed contract, bond and a copy of the insurance documents are returned herewith for your records and file. In addition, the Clerk's Office has released your bid deposit for this project.

You may proceed with the proposed work in accordance with the Progress Schedule as noted in the proposal for this project. Please contact our Construction Division at (248) 858-4855 when you are ready to begin work.

Sincerely,

Samuel Fitzer, P.E.  
Director of Engineering

/jlk  
Enclosure

c: Clerks  
Robin Dunny / Katrina Cotton  
Risk Management  
Jeff O'Brien  
Finance

**Board of Road Commissioners**

**Ronald J. Fowkes**  
Commissioner

**Andrea LaLonde**  
Commissioner

**Nancy Quarles**  
Commissioner

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

**Gary Piotrowicz, P.E., P.T.O.E.**  
Deputy Managing Director  
County Highway Engineer

**Engineering Department**  
31001 Lahser Road  
Beverly Hills, MI 48025

248-645-2000

FAX  
248-645-0618

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # B 12141161

KNOW ALL MEN BY THESE PRESENTS, that we

JV CONTRACTING, INC

7285 S. State Rd.

Goodrich, MI 48438

as Principal, hereinafter called the Principal, and

Selective Insurance Company Of America

40 Wantage Avenue

Branchville, NJ 07890

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name, address or legal title of Owner)

Oakland County Road Commission

31001 Lahser Road

Franklin, MI 48025

as Obligee, hereinafter called the Obligee, in the sum of

Fifty Thousand and No 00/100Dollars ( \$50,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Project #94121 - 2021 County Wide Striping Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th Day of February, 2021

[Signature]
Witness

JV CONTRACTING, INC

(Principal)

(Seal)

[Signature]
Title Jim Valente, President

Selective Insurance Company Of America

[Signature]
Title Tammy R. Pittman, ATTORNEY-IN-FACT

[Signature]
Witness

**POWER OF ATTORNEY**

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

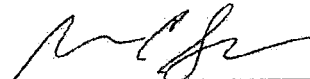
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Tammy R. Pittman**

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

Signed this 9th day of February, 2021

SELECTIVE INSURANCE COMPANY OF AMERICA

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



CERTIFIED COPY

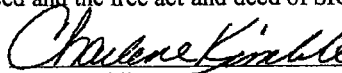
STATE OF NEW JERSEY :

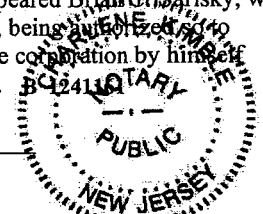
:ss. Branchville

COUNTY OF SUSSEX :

On this 9th day of February, 2021 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

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

  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

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

Signed this 9th day of February, 2021.

  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

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

**CONTRACT**

**FOR**

2021 County–Wide Pavement Striping Program

Road Commission for Oakland County Project:

Project # 94121, 2021 County–Wide Pavement Striping Program

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



THIS AGREEMENT, Made this 25th day of March, AD 2021,  
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.

### 2021 County-Wide Pavement 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:

## BID TABULATION

Contract ID: 94121-2021

Location: County - Wide

Description: A contract for 2021 County Wide Striping Program located in Oakland County, Michigan

Project Number: 94121-2021

Estimate Number: 1

Project Type: Traffic Safety

Location: County-Wide

Description: A contract for 2021 County Wide Striping Program located in Oakland County, Michigan

Project Engineer: Andreau Lamug

Date Created: 11/25/2020

Fed/State#:

Fed Item:

Control Section:

Bidder: JV Contracting

LINE	PAY ITEM	DESCRIPTION	QUANTITY	UNITS	BID PRICE	TOTAL
0001	8110011	Call Back, Mobilization	30.000	EA	\$500.000	\$15,000.000
0002	8110154	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	8,500,000.000	FT	\$0.110	\$935,000.000
0003	8110155	Pavt Mrkg, Sprayable Thermopl, 6 inch, White	7,000,000.000	FT	\$0.154	\$1,078,000.000
0004	8110157	Pavt Mrkg, Sprayable Thermopl, 8 inch, White	6,000.000	FT	\$0.250	\$1,500.000
0005	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	60,000.000	FT	\$0.060	\$3,600.000
0006	8110233	Pavt Mrkg, Waterborne, 6 inch, White	50,000.000	FT	\$0.060	\$3,000.000
0007	8110450	Recessing Pavt Mrkg, Longit	6,000.000	FT	\$0.750	\$4,500.000
0008	8117001	_ Pavt Mrkg, Waterborne, Curb, 8 Inch, Yellow	6,000.000	FT	\$0.500	\$3,000.000
0009	8117050	_ Witness, Log, \$1,000	24.000	EA	\$200.000	\$4,800.000
0010	8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	60,000.000	SFT	\$0.350	\$21,000.000
<b>TOTAL</b>						<b>\$2,069,400.000</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: AL

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:

**Andrea Lamug**  
**Road Commission for Oakland County**  
**2420 Pontiac Lake Road**  
**Waterford, MI 48328**  
**248-466-4529**  
**clamug@rcoc.org**

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates that these work items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic as well as the final project completion date shall also be included in the project schedule. If the Bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The schedule for this meeting will be determined by the Engineer **after submittal of MDOT Form 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 7day 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 **August 31, 2021**.

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 **May 1, 2022**

### 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, 2021-April 15, 2022**

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:

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 Saturday, July 3<sup>rd</sup> – 6:00 am Monday, July 5<sup>th</sup>) or Labor Day (from 3:00 pm Friday, September 4<sup>th</sup> – 6:00 am Tuesday, September 7<sup>rd</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/>), August 21, 2021 on Woodward Ave throughout Oakland County.
- 2) Arts Beats and Eats (<http://artsbeatseats.com/>), last week of August to September 3, 2021, City of Royal Oak.
- 3) Arts and Apples Festival (<https://www.pccart.org/festival/>), September 10, 11, and 12, 2021, City of Rochester.
- 4) Oakland County Fair, (<https://www.oakfair.org/>), Week after July 4th of every year. July 9 through 18, 2021, Springfield Oaks Park, Springfield Twp.
- 5) Brooksie Way, (<https://www.thebrooksieway.com/>), September 26, 2021, City of Rochester Hills.
- 6) Founders Festival, (<http://foundersfestival.com/>), to be announced, City of Farmington
- 7) Milford Memories, (<https://www.milfordmemories.com/>), August 13, 14, and 15, 2021, City of Milford.
- 8) Berkley Days, (<http://www.berkleydays.com>), to be announced, City of Berkley.
- 9) Holly Dickens Festival 2021 (<https://hollydickensfestival.org/index.html>), Spans three weekends between Thanksgiving and Christmas.
- 10) Michigan Renaissance Festival, Holly Township/Groveland Township, Weekends and Labor Day – August 21 through October 3, 2021, Festival Contact: Cathy Parker (248) 240-6248
- 11) Other events name, dates and times, go to <https://oaklandcountyblog.com/things-to-do/outdoor-art-fairs-in-oakland-county/>

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

BOARD OF COUNTY ROAD  
COMMISSIONERS OF THE COUNTY OF  
OAKLAND, MICHIGAN

Witness: Shannon J. Miller for Dennis G. Kolar, P.E., Managing Director

JV CONTRACTING, INC

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

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

**BOND**

**FOR**

2021 County – Wide Pavement Striping Program

Road Commission for Oakland County Project:

Project # 94121, 2021 County–Wide Pavement Striping Program

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

RCOC PROJECT # 94121  
2021 County-Wide Pavement Striping Program

PAYMENT BOND

Bond No. B 1241161

KNOW ALL MEN BY THESE PRESENTS, that we, **JV Contracting, Inc., 7285 S. State Road, Goodrich, MI 48438**, as principal, and Selective Insurance Company of America, duly authorized to transact business in the State of Michigan, as surety, are held and firmly bound unto the Board of County Road Commissioners of the County of Oakland, State of Michigan, in the sum of **two million sixty-nine thousand four hundred dollars and 00/100 (\$2,069,400.00)**, 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 25th day of March, A.D. 2021

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Name, Address & Telephone Number  
of Local Agent

ZERVOS GROUP, INC.,

24724 Farmbook Road

Southfield, MI 48034

248-355-4411

**JV CONTRACTING, INC.**

By 

Its President

Selective Insurance Company of America Surety

By 

Its Tammy R. Pittman, Attorney-in-Fact



RCOC PROJECT # 94121  
2021 County-Wide Pavement Striping Program

Bond No. 1241161

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **JV Contracting, Inc., 7285 S. State Road, Goodrich, MI 48438**, as principal, and Selective Insurance Company of America, duly authorized to transact business in the State of Michigan, as surety, are held and firmly bound unto the Board of County Road Commissioners of the County of Oakland, State of Michigan, in the penal sum of **two million sixty-nine thousand four hundred dollars and 00/100 (\$2,069,400.00)**, 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 25th day of March, A.D. 2021

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 [Signature]

Its President

Selective Insurance Company of America Surety

By [Signature]

Its Tammy R. Pittman, 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.





## DESCRIPTIONS (Continued from Page 1)

The Board of County Road Commissioners of the County of Oakland, 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 are listed as Additional Insureds per written contract with respect to work completed at the above job.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL ~~GENERAL LIABILITY~~ COVERAGE PART

1. SECTION II - WHO IS AN INSURED, 2. is amended to include:

e. Any person or organization, hereinafter referred to as ADDITIONAL INSURED:

- (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and
- (2) For whom you are required to add as an additional insured on this Coverage Part

under:

- (1) A written contract or agreement; or
- (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued;

but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

2. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

1. Automatic Additional Insured Provision

The written or oral contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement also must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

2. ~~Conformance to Specific Written Contract or Agreement~~

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 3., 4.a.(2) and/or 4.b., or any combination thereof, of this endorsement shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 3. and 4.a.(2) of this endorsement shall not apply and Paragraph 4.b. of this endorsement shall apply.

3. SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are in-



clusive of and not in addition to the limits of insurance shown in the Declarations.

4. The following are added to SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

The insurance provided to the additional insured does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the:
- (1) Rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (b) Supervisory, inspection, architectural or engineering activities;
  - (2) Sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".
- b. "Bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard".

- c. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) Insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

5. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is amended to include:

- a. Where required by a written contract or agreement, this insurance is primary and/or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and/or noncontributing, whichever applies, with this insurance.
- b. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
- (1) As otherwise provided in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance; or
  - (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED TO ADD AS ADD'L INS TO THIS POLICY BY WRITTEN CONTRACT OR AGRMT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CHANGES – AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY PART

In the event of cancellation of this policy, we agree to mail prior written notice of cancellation to:

### SCHEDULE

1. Name: Road Commission for Oakland County
2. Address: 31001 Lahser Rd  
Berkley, MI 48025

We reserve the right to cancel the policy as permitted by policy terms and conditions. We will give the same advance notice of cancellation to the person(s) or organization(s) shown in the schedule above as we give to the Named Insured shown in the Declarations unless indicated differently below.

30 Number of days except for non-payment of premium. Policy terms and conditions apply for non-payment of premium.

# ACORD™ INSURANCE BINDER

DATE  
03/11/21

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

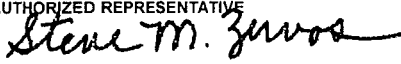
<b>PRODUCER</b>  <b>ZERVOS GROUP INC</b> 24724 Farmbrook P O Box 2067 Southfield, MI 48037-2067	PHONE (A/C, No, Ext): <b>248-355-4411</b> FAX (A/C, No): <b>248 355-2175</b>	<b>COMPANY</b> Michigan Millers Mutual Insurance C BINDER # <b>BINDER109835</b>
AGENCY CUSTOMER ID: <b>8938</b>		SUB CODE:
INSURED <b>Road Commission for Oakland County 31001 Lahser Goodrich, MI 48438-8860</b>		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) <b>Project #94121. Throughout Oakland County, Beverly Hills, MI 48025</b>
CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #.
EFFECTIVE DATE: <b>03/11/21</b> TIME: <b>12:01</b>		EXPIRATION DATE: <b>04/11/21</b> TIME: <b>12:01 AM</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"/> OCP	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE 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>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:				ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
<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>				WC STATUTORY LIMITS 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>Contractor:</b> <b>JV Contracting, Inc.</b>	MORTGAGEE LOSS PAYEE ADDITIONAL INSURED LOAN # AUTHORIZED REPRESENTATIVE 
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## **CONDITIONS**

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### **Applicable in California**

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### **Applicable in Delaware**

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### **Applicable in Florida**

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### **Applicable in Nevada**

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.



# ACORD™ COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YY)  
03/11/21

PRODUCER PHONE (A/C, No, Ext): 248 355-4411  
ZERVOS GROUP INC  
24724 Farmbrook  
P O Box 2067  
Southfield, MI 48037-2067

CARRIER Michigan Millers  
Mutual Insurance Co

UNDERWRITER

POLICIES OR PROGRAM REQUESTED  
BINDER109835

INDICATE SECTIONS ATTACHED	EQUIPMENT FLOATER	GARAGE AND DEALERS
<input type="checkbox"/> PROPERTY	<input type="checkbox"/> INSTALLATION/BUILDERS RISK	<input type="checkbox"/> VEHICLE SCHEDULE
<input type="checkbox"/> GLASS AND SIGN	<input type="checkbox"/> ELECTRONIC DATA PROC	<input type="checkbox"/> BOILER & MACHINERY
<input type="checkbox"/> ACCOUNTS RECEIVABLE/ VALUABLE PAPERS	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> WORKERS COMPENSATION
<input type="checkbox"/> CRIME/MISCELLANEOUS CRIME	<input type="checkbox"/> BUSINESS AUTO	<input type="checkbox"/> UMBRELLA
<input type="checkbox"/> TRANSPORTATION/ MOTOR TRUCK CARGO	<input type="checkbox"/> TRUCKERS	<input checked="" type="checkbox"/> OCP

CODE: SUB CODE:

AGENCY CUSTOMER ID  
8938

### STATUS OF SUBMISSION

QUOTE  ISSUE POLICY  
 BOUND (Give Date and/or Attach Copy):  
DATE 03/11/21 TIME AM PM

### PACKAGE POLICY INFORMATION

ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
03/11/21	03/11/22	<input checked="" type="checkbox"/> DIRECT BILL <input type="checkbox"/> AGENCY BILL		

### APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insureds)  
Road Commission for Oakland County

MAILING ADDRESS (of First Named Insured) 31001 Lahser Road, Beverly Hills, Mi. 48025

<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION	YEARS IN BUSINESS
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	<input checked="" type="checkbox"/>		

INSPECTION CONTACT PHONE (A/C, No, Ext): 248 308-6165  
Jim Valente

ACCOUNTING RECORDS CONTACT PHONE (A/C, No, Ext): 810 545-6654 103  
Kriste

### PREMISES INFORMATION

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP CODE	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
1		Project #94121. Throughout Oakland County Beverly Hills, Oakland County, MI 48025	<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		

### NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

Contractor-Billing  
J.V Contracting, Inc.  
7285 South State Street.  
Goodrich, Mi. 48438

### GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		<input checked="" type="checkbox"/>	4. ANY CATASTROPHE EXPOSURE?		<input checked="" type="checkbox"/>
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?	<input checked="" type="checkbox"/>		5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		<input checked="" type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?	<input checked="" type="checkbox"/>		6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS?		<input checked="" type="checkbox"/>

REMARKS

APPLICANT'S SIGNATURE PRODUCER'S SIGNATURE *Steve M. Zuvos*

# ACORD™ COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YY)  
03/11/21

PRODUCER **PHONE** (A/C, No, Ext): 248 355-4411  
**ZERVOS GROUP INC**  
 24724 Farmbrook  
 P O Box 2067  
 Southfield, MI 48037-2067

APPLICANT (First Named Insured) **JV CONTRACTING INC**

EFFECTIVE DATE	EXPIRATION DATE	<input checked="" type="checkbox"/> DIRECT BILL	PAYMENT PLAN	AUDIT
03/11/21	03/11/22	<input type="checkbox"/> AGENCY BILL		N

CODE: SUB CODE:  
 AGENCY CUSTOMER ID: 8938

FOR COMPANY USE ONLY

COVERAGES		LIMITS	
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	GENERAL AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE		PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$
		PERSONAL & ADVERTISING INJURY	\$
		EACH OCCURRENCE	\$ 1,000,000
		FIRE DAMAGE (Any one fire)	\$
		MEDICAL EXPENSE (Any one person)	\$
DEDUCTIBLES			
<input type="checkbox"/> PROPERTY DAMAGE	\$		
<input type="checkbox"/> BODILY INJURY	\$		
	\$		
OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the Business Auto Section, ACORD 127)			
		OTHER	0.00
		TOTAL	

SCHEDULE OF HAZARDS								
LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	TERR	RATE		PREMIUM	
					PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
1	Construction Operations - Owner - Excluding Operations On Board Ships	16292	C 2,069,400					

**RATING AND PREMIUM BASIS**

(S) GROSS SALES - PER \$1,000/SALES      (A) AREA - PER 1,000/SQ FT      (M) ADMISSIONS - PER 1,000/ADM      (T) OTHER  
 (P) PAYROLL - PER \$1,000/PAY      (C) TOTAL COST - PER \$1,000/COST      (U) UNIT - PER UNIT

CLAIMS MADE (Explain all "Yes" responses)				TRANSITION						
1. PROPOSED RETROACTIVE DATE:				1. HAS THIS RISK OR ANY LOCATION NOT QUALIFIED FOR TRANSITION?				YES	NO	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COV:				2. IF THIS RISK QUALIFIES FOR TRANSITION, INDICATE THE YEAR IT FIRST QUALIFIED:						
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?				YES	NO	AND:				
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?						LOCATION	NEW CLASS	PREV BASE	PREVIOUS EXPOSURE	APPLICABLE COVERAGE
REMARKS									PREMISES	PRODUCTS
									PREMISES	PRODUCTS
									PREMISES	PRODUCTS
									PREMISES	PRODUCTS
									PREMISES	PRODUCTS