

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 5517

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and Telker Payment Technologies, LLC, hereinafter called the "Contractor," WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

**PROCUREMENT (DELIVERY and APPLICATION) of ASPHALT EMULSION for the
SEAL COAT FY17
PROJECT NO. 5517**

in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:

- (a) The Standard Specifications 2010, and the Standard Plans 2010, including issued revision through April 22, 2016, of the State of California, Department of Transportation.
- (b) The Special Provisions for the work
- (c) The Notice to Bidders calling for bids
- (d) The Payment and Performance bonds required
- (e) Certificate of Insurance
- (f) The accepted bid/proposal including the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Non-Collusion Declaration
 - (5) Debarment and Suspension Certification
 - (6) Statement Concerning Employment of Undocumented Aliens
 - (7) Contractor's Certificate as to Worker's Compensation
 - (8) Contractor's Certification of Good-Faith Effort to Hire Monterey Bay

- (8) Contractor's Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
- (9) List of Satisfied Public Agencies
- (10) Bidder's Bond

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his/her/its employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

**PROCUREMENT (DELIVERY and APPLICATION) of ASPHALT EMULSION for the SEAL COAT FY17
PROJECT NO. 5517**

ITEM NO	F S	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
1	S	Polymer Modified Rejuvenating Asphaltic Emulsion (San Miguel Maintenance District)	TONS	250	\$550.00	\$137,500.00
2		Other and Unforeseen Accessorial Charges (Returned Load, Layover, Spreading beyond 8 hrs workday, Load less than 24 tons)	LS	1	\$5,486.25	\$5,486.25
TOTAL COST						\$142,986.25

F – FINAL PAY ITEM
S – SPECIALTY ITEM

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date appearing below their respective signatures.

CONTRACTOR:

Tetter Pavement Technologies, LLC
(Name of Company)

By: [Signature]
Signature of Chair, President, or Vice-President

Daniel Frankel, Exec. Vice President
Printed Name and Title

Date: 07/11/2016

By: [Signature]
Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*

Ken Chambliss, CFO
Printed Name and Title

Date: 07/12/2016

COUNTY OF MONTEREY:

By: [Signature]
Name: Benny J. Young
Title: Interim Director of Public Works
Dated: 8/29/16

APPROVE AS TO FISCAL TERMS
By: [Signature]
Name: Gary Giboney
Title: Chief Deputy Auditor-Controller
Date: 7.25.16

APPROVE AS TO FORM
By: [Signature]
Name: Mary Grace Perry
Title: Deputy County Counsel
Date: 7-20-15

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE
RISK MANAGEMENT
By: COUNTY OF MONTEREY
Name: APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
Title: Risk Manager
By: [Signature]
Date: 7-27-16

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

Telfer Pavement Technologies, L.L.C.

Bond Authority

On this day, August 28, 2015, and until revoked, Ergon, Inc. hereby authorizes the following senior management employees to sign and execute construction contracts and proposals on behalf of Telfer Pavement Technologies, LLC.

Michael S. Telfer - Maximum bond amount available

John A. Telfer - Maximum bond amount available

Dan Frankel - \$10,000,000

Karl Meyers - \$5,000,000

Steve Olsen - \$2,500,000

Mike Fain - \$2,500,000

IN WITNESS WHEREOF, this resolution of the Partnership is executed by parties hereto as of the date shown below their respective signatures.

ERGON, INC.

By: 

Jimmy Langdon

ERGON ASPHALT & EMULSIONS, INC.

By: 

J. Baxter Burns, II

TELFER PAVEMENT TECHNOLOGIES, L.L.C.

By: 

Michael S. Telfer

By: 

John A. Telfer

Dated: Sept. 2, 2015

COUNTY OF MONTEREY
PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, Telfer Pavement Technologies, LLC as Contractor, a Contract for the following project:

PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT FY17
PROJECT NO. 5517

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Telfer Pavement Technologies, LLC, as Principal, and Western Surety Company
333 S. Wabash Avenue, Chicago, IL 60604 as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of One Hundred Forty-Two Thousand Nine Hundred Eighty-Six Dollars and 25/100 Dollars (\$ 142,986.25), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its Board of Supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a

succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

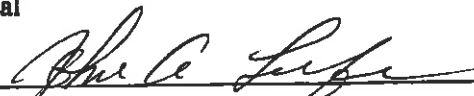
If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Telfer Pavement Technologies, LLC

Principal

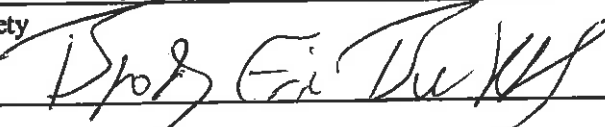
By 

Name and Title John A. Telfer
Executive Vice President

(Corporate Seal)

Western Surety Company

Surety

By 

Name and Title Brody Eric Buckley/Attorney-in-Fact
Bottrell Insurance
P.O. Box 1490
Jackson, MS 39215-1490

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

COUNTY OF MONTEREY

PAYMENT BOND
(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a Contract for the following project:

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT FY17
PROJECT NO. 5517**

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Telfer Pavement Technologies, LLC, as Principal, and Western Surety Company
333 S. Wabash Avenue, Chicago, IL 60604 as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of ^{One Hundred Forty-Two Thousand} ~~Nine Hundred Eighty-Six Dollars and 25/100~~ Dollars (\$, 142 , 986 , 25) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fail to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fail to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by their undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Telfer Pavement Technologies, LLC
Principal

By 

Name and Title John A. Telfer
Executive Vice President

(Corporate Seal)

Western Surety Company

Surety

By 

Name and Title Brody Eric Buckley/Attorney-in-Fact
Bottrell Insurance
P.O. Box 1490
Jackson, MS 39215-1490

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jim A Armstrong, Jerry G Veazey Jr, Jerry Eugene Horner Jr, Jason J Young, Trina Cobb, Linda D Whittington, Peggy L Jackson, Amanda Jean Charfauros, Brody Eric Buckley, Angela Bullie, Stephen Wesley Price Jr, Individually

of Jackson, MS, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of May, 2015.



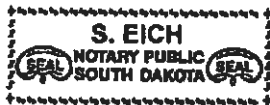
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } SS

On this 28th day of May, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of Mississippi

County of Hinds

On July 8, 2016 before me, Trina F. Cobb, Notary Public

personally appeared Brody Eric Buckley

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Trina F. Cobb Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

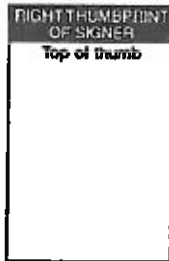
Description of Attached Document

Title or Type of Document Performance and Payment Bond

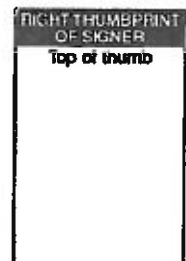
Document Date N/A Number of Pages: 7 including this form

Signer's Name: Brody Eric Buckley

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing Western Surety Company



- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Contra Costa }

On July 11, 2016 before me, Daniel I. Frankel, Notary Public
Date Name and Title of the Officer

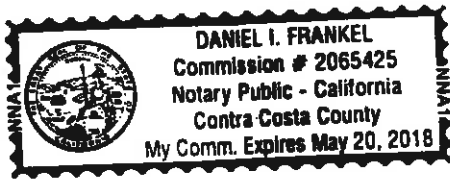
personally appeared John A. Tetter
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment & Performance Bond(s) Document Date: NA

Number of Pages: NA Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: John A. Tetter Signer's Name: _____

Corporate Officer — Title(s): Exec. Vice President Corporate Officer — Title(s): _____

Partner — Limited General Partner — Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

4/30/2017

DATE (MM/DD/YYYY)
7/27/2016

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

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

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: National Fire and Marine Insurance Co		20079
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED 1407257 Telfer Pavement Technologies, LLC
 2829 Lakeland Drive
 Flowood MS 39232
 Named Insured of Ergon, Inc.


COVERAGES **CERTIFICATE NUMBER:** 14140307 **REVISION NUMBER:** XXXXXXXX

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 GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	Y	Y	XSLG27852099	4/30/2016	4/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISAH09042684 ISAH09042696	4/30/2016 4/30/2016	4/30/2017 4/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	42-UMO-302493-01	4/30/2016	4/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<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	Y/N	N/A	WLRC48605916	4/30/2016	4/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 All policies (except workers' compensation/el) contain a special endorsement with "primary and noncontributory" wording. Additional Insured in favor of County of Monterey, its affiliates, agents and employees on all policies (except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

14140307 County of Monterey Contracts/Purchasing Division 168 West Alisal Street, 3rd Floor Salinas CA 93901	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 
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All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

Named Insured Schedule

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Crafco, Inc.
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Telfer Pavement Technologies, LLC
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
Diversified Technology, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC

Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC
Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.
Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Telfer Geosynthetics
Telfer Highway Technologies, LLC
Telfer Oil Company
Continental Western Transportation Co., Inc.

Walter O. Lampton
William A. Lampton
William W. Lampton
Amy Lampton Walker
Robert H. Lampton
Lee C. Lampton
Lee C. Lampton, Jr.
Leslie B. Lampton
Leslie B. Lampton, III
Leslie B. Lampton, IV
Robert Kilpatrick Lampton
Kelly Lampton Roberts
Kathrine B. Lampton
Anastasia L. Lampton
Louis P. Lampton
Ergon-Frazier Development I, LLC
Bunge-Ergon Renewable Energy, LLC
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)
Ergon Asphalt Products, Inc.
Lampton-Love Trucking, Inc.
Mainstreet Builders, Inc. (Corporation dissolved 6/30/10)
Pearl Street Properties, Inc. (Dissolved 08/11/2010)
Solquim, C.A. (Sold March 2007)
Flowood Properties LLC (Dissolved 01/23/2007)
Georgia Emulsions, LLC (dissolved 10/21/2010)
Bunge-Ergon Vicksburg, LLC
Ergon Ethanol, Inc.
Ergon Asphalt & Emulsions, Inc. dba Ergon Armor
Ergon Maintenance Services, A Division of Ergon Terminaling, Inc.

All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

Named Insured Ergon, Inc.			Endorsement Number 1
Policy Symbol XSL	Policy Number G27852099	Policy Period 04/30/2016 to 04/30/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

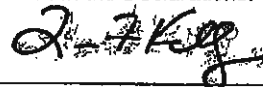
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance And Retained Limit:**

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.



Authorized Representative

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

Named Insured Ergon, Inc.			Endorsement Number 2
Policy Symbol XSL	Policy Number G27852099	Policy Period 04/30/2016 to 04/30/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.

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 And Retained Limit:**

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.



Authorized Representative

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

Named Insured Ergon, Inc.			Endorsement Number 1
Policy Symbol XSL	Policy Number G27852099	Policy Period 04/30/2016 to 04/30/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies Insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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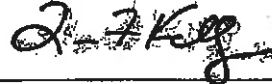
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance And Retained Limit:

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.



Authorized Representative

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

Named Insured Ergon, Inc.			Endorsement Number 2
Policy Symbol XSL	Policy Number G27852099	Policy Period 04/30/2016 to 04/30/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
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 And Retained Limit:

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.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured ERGON, INC. 2829 LAKELAND DRIVE FLOWOOD MS 392327611	Endorsement Number
	Policy Number Symbol: WLR Number: C48605916
Policy Period 04-30-2016 TO 04-30-2017	Effective Date of Endorsement 04-30-2016
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization:

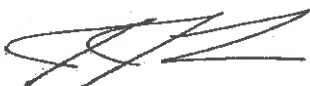
(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium : \$0



 Authorized Agent

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Ergon, Inc.			Endorsement Number 7
Policy Symbol ISA	Policy Number H09042696	Policy Period 04/30/2016 to 04/30/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**
- EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "Insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



 Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Ergon, Inc.			Endorsement Number 20
Policy Symbol ISA	Policy Number H09042696	Policy Period 04/30/2016 TO 04/30/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

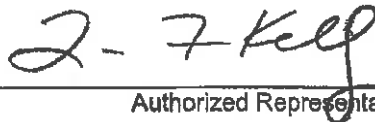
This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.



Authorized Representative