



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

Upon motion of Supervisor Adams, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Awarded a contract to Telfer Oil Company, the lowest responsible bidder, for the Procurement (Delivery and Application) of Asphalt Emulsion for the Seal Coat FY19, Project No. 5519, in the total amount of \$263,079; and
- b. Approved the Performance and Payment Bonds executed and provided by Telfer Oil Company; and
- c. Approved \$26,307.90 as a contingency to provide funding for approved contract change orders; and
- d. Authorized the Resource Management Agency Director to execute the contract and, subject to the terms of the Public Contract Code, approve change orders to the contract that do not exceed, in the aggregate, \$26,307.90. Upon reaching the not-to-exceed amount of \$26,307.90, the Resource Management Agency Director shall return to the Board for further authorization; and
- e. Authorized the Resource Management Agency Director to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with Plans and Special Provisions for the construction of Procurement (Delivery and Application) of Asphalt Emulsion for the Seal Coat FY19, Project No. 5519, performed by Telfer Oil Company.

PASSED AND ADOPTED on this 25th day of September 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting September 25, 2018.

Dated: September 25, 2018  
File ID: A 18-402

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

A handwritten signature in black ink, appearing to read "Joel G. Pablo", is written over a horizontal line. Below the line, the text "Joel G. Pablo, Deputy" is printed.

Joel G. Pablo, Deputy

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 5519

THIS AGREEMENT, is made in quadruplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and Telfer Pavement 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 is 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 FY19  
PROJECT NO. 5519**

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

- (a) The Standard Specifications 2015, and the Standard Plans 2015, including issued revision, 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 required Payment and Performance bonds
- (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 Workers' Compensation
  - (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 be complementary so that any work called for in one (1) document 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 Contract and the Contractor's bid or proposal, then this Contract 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 FY19  
PROJECT NO. 5519**

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 Rd Maintenance District) (Russell Rd)	TONS	24	\$879	\$21,096
2	S	Polymer Modified Rejuvenating Asphaltic Emulsion (San Miguel Rd Maintenance District) (Crazy Horse Canyon Rd)	TONS	10	\$879	\$8,790
3	S	Polymer Modified Rejuvenating Asphaltic Emulsion (Monterey Rd Maintenance District) (Corral de Tierra Rd)	TONS	20	\$879	\$17,580
4	S	Polymer Modified Rejuvenating Asphaltic Emulsion (Monterey Rd Maintenance District) (Reservation Rd)		40	\$879	\$35,160
5	S	Polymer Modified Rejuvenating Asphaltic Emulsion (Greenfield Rd Maintenance District) (Metz Rd)		187	\$879	\$164,373
6		Other and Unforeseen Accessorial Charges ((Returned Load, Layover, Spreading beyond 8 hrs work day, Load less than 24 tons)	LS	1	\$16,079.63	\$16,079.63

ITEM NO	F S	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
<b>TOTAL COST</b>						<b>\$263,078.63</b>

F – FINAL PAY ITEM

S – SPECIALTY ITEM

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

**CONTRACTOR:**

Telfer Pavement Technologies LLC  
(Name of Company)

By: [Signature]

Signature of Chair, President, or Vice-President

Daniel Frankel, Exec. V.P.  
Printed Name and Title

Date: 8/29/18

By: [Signature]

Signature of Secretary, Asst. Secretary, CFO,

Treasurer or Asst. Treasurer\*

WILMA L. TELFER, TREASURER  
Printed Name and Title

Date: 8-29-18

**COUNTY OF MONTEREY:**

By: [Signature]

Name: Carl P. Holm  
Director of Resource Management  
Title: Agency

Dated: 9-26-18

**APPROVE AS TO FISCAL TERMS**

By: [Signature]

Name: Gary Giboney  
Title: Chief Deputy Auditor-Controller

Date: 9-11-18

**APPROVE AS TO FORM**

By: [Signature]

Name: Marry Grace Perry  
Title: Deputy County Counsel

Date: 9-10-2018

**APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE**

By: [Signature]

Name: Leslie J. Girard  
Title: Chief Assistant County Counsel

Date: \_\_\_\_\_

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers per California Corporation Code Section 313. If Contractor is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signature of two (2) managing members. 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.

**Bond Number: 30049320**

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

**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. Teller  
Exec. Vice President

(Corporate Seal)

Western Surety Company

Surety

By \_\_\_\_\_

Name and Title

Brody Eric Buckley/Attorney-in-Fact  
Fisher Brown Bottrell Insurance, Inc.



(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.)

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 FY19  
PROJECT NO. 5519**

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

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 Two Hundred Sixty-Three Thousand Seventy-Eight Dollars and Sixty-Three Cents Dollars (\$ 263,078.63), 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  
Exec. Vice President

(Corporate Seal)

Western Surety Company

Surety

By

Name and Title Brody Eric Buckley/Attorney-in-Fact  
Fisher Brown Bottrell Insurance, Inc.

(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

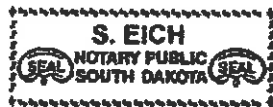
Paul T. Bruflat  
Paul T. Bruflat, Vice President

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 August 28, 2018

Date

before me, Peggy L. Jackson

, Notary Public

Name and Title of Notary

personally appeared Brody Eric Buckley

Name and or Names 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.

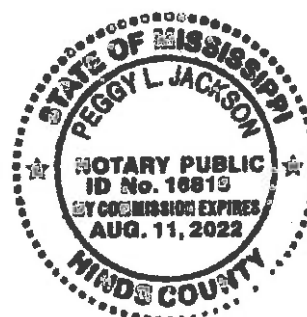
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Peggy L. Jackson

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/Payment Bonds

Document Date TBD

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

## ACKNOWLEDGMENT

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 California  
County of Contra Costa

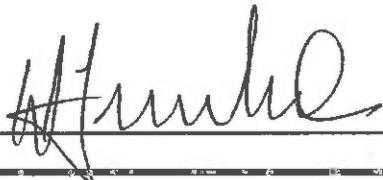
On August 30, 2018 before me, Daniel I. Frankel, Notary Public  
(insert name and title of the officer)

personally appeared John A. Telfer  
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.

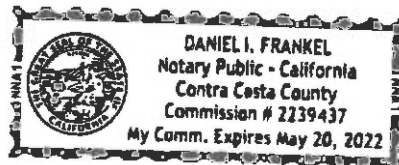
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





# CERTIFICATE OF LIABILITY INSURANCE

4/30/2019

DATE (MM/DD/YYYY)  
8/28/2018

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  
3657 BRIARPARK DRIVE, SUITE 700  
HOUSTON TX 77042  
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: Agri General Insurance Company

42757

INSURER D:

INSURER E:

INSURER F:

INSURED Telfer Pavement Technologies, LLC  
1407257 2829 Lakeland Drive  
Flowood MS 39232

## COVERAGES

CERTIFICATE NUMBER: 15579831

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	ADDITIONAL INSURED	INSURER	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSL G46770183	4/30/2018	4/30/2019	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 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	ISA H25156225 ISA H25156213	4/30/2018 4/30/2018	4/30/2019 4/30/2019	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 DED RETENTION \$	Y	Y	42-UMO-3021493-03	4/30/2018	4/30/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C64786714 (AOS) WLR C6478674A (TN)	4/30/2018 4/30/2018	4/30/2019 4/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Procurement (Delivery and Application) of Asphalt Emulsion for the Seal Coat FY19, Project No. 5519. Additional insured in favor of the County of Monterey, its officers, agents and employees on all policies (except workers' compensation/el) where and to the extent required by written contract.

## CERTIFICATE HOLDER

CANCELLATION See Attachments

15579831

County of Monterey  
Attn: Contracts/Purchasing Division  
188 West Alisal St. 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

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

Named Insured Ergon, Inc.			Endorsement Number 1
Policy Symbol XSL	Policy Number G46770183	Policy Period 04/30/2018 to 04/30/2019	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

# **NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured Ergon, Inc.			Endorsement Number 6
Policy Symbol XSL	Policy Number G46770183	Policy Period 04/30/2018 to 04/30/2019	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**

#### **Organization**

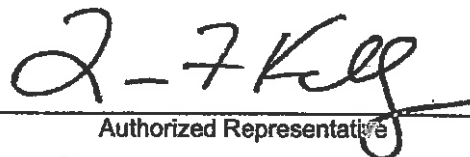
#### **Additional Insured Endorsement**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

  
Authorized Representative



# **NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured Ergon, Inc.			Endorsement Number 5
Policy Symbol ISA	Policy Number H25156213	Policy Period 04/30/2018 TO 04/30/2019	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.**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

## **Schedule**

### Organization

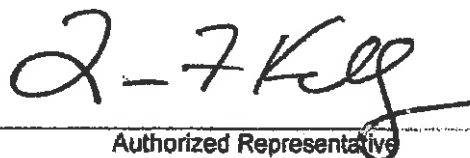
### Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

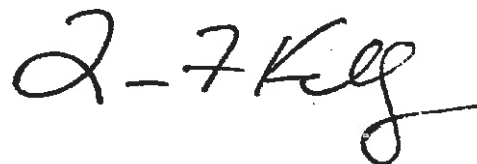
If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.



Authorized Representative

- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel or materially change the Policy.

All other terms and conditions of this Policy remain unchanged.

A handwritten signature in black ink, appearing to read "A-7 Keg", with a long horizontal stroke extending to the right.

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Authorized Representative

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes.

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Authorized Representative

# MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



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LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS

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## MEMORANDUM

**Date:** September 28, 2018

**To:** Clerk to the Board

**From:** Rachel Enosaran   
Public Works Administration

**Subject:** Copy of Telfer Agreement, Payment Bonds and Insurance for your files

Please find enclosed a copy of the Telfer Agreement with Payment Bonds, Insurance and Board Order for your files.

Item went before the Board on September 25, 2018.