

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]

President

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

Date: 8/29/18

By: [Signature]

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**

**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  
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

*[Signature]*  
John A. Telfer  
Exec. Vice President

(Corporate Seal)

Western Surety Company  
Surety

By

*[Signature]*  
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

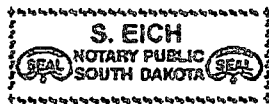
State of South Dakota  
County of Minnehaha

} 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 )

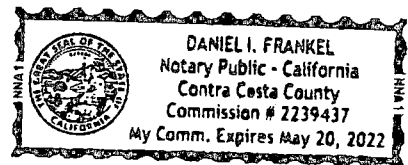
On August 30, 2018 before me, Daniel I. Frankel, Notary Public  
(insert name and title of the officer)

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	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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 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	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 NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	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  
168 West Alisal St. 3rd Floor  
Salinas CA 93901

AUTHORIZED REPRESENTATIVE

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation. All policies (except workers' compensation/el) contain a special endorsement with "primary and noncontributory" wording.

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.

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 Asphalt Holding, LLC  
Telfer Pavement Technologies (Southeast), LLC  
Ergon Moda St. James, LLC  
Ergon Oil (Singapore) Pte. Ltd  
Ergon Oil (Indonesia)  
Ergon Construction Group, Inc.  
Ergon Construction Group, Inc. dba Alliant Construction  
Ergon Construction Group, Inc. dba Ergon Maintenance Services  
Bryan & Bryan Asphalt, LLC  
TABB Management Services, LLC  
Trinity Asphalt, Ltd.  
BMR Transport, Inc.  
Ergon Construction Group, Inc. dba ISO Panels, Inc.  
Bryan & Bryan Trucking, LLC  
Copeland Coating Company, a Division of Crafc0, Inc.

**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

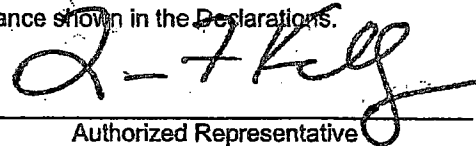
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**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

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

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**

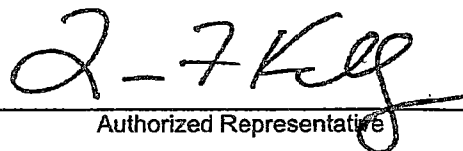
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

#### **Additional Insured Endorsement**

*(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

# NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

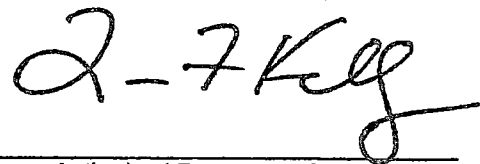
Named Insured Ergon, Inc.			Endorsement Number 5
Policy Symbol XSL	Policy Number G46770183	Policy Period 04/30/2018 TO 04/30/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

- A. If we cancel or materially change this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
  - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
  - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. This endorsement must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.

- 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 "2-7 Keg", is written over a horizontal line.

Authorized Representative

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Ergon, Inc.			Endorsement Number 2
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.**

**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**

**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



# 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

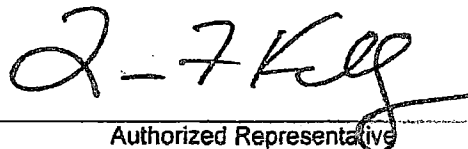
### Additional Insured Endorsement

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

# **NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY**

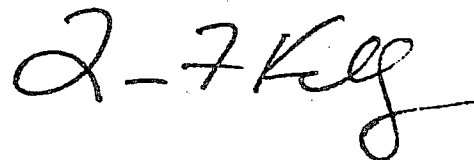
Named Insured Ergon, Inc.			Endorsement Number 4
Policy Symbol ISA	Policy Number H25156213	Policy Period 04/30/2018 TO 04/30/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

- A. If we cancel or materially change this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
  - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
  - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. This endorsement must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.

- 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.



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Authorized Representative

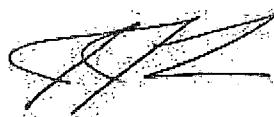
## WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

Named Insured ERGON, INC. 2829 LAKE LAND DRIVE FLOWOOD MS 39232-7611	Endorsement Number
	Policy Number
Policy Period 04-30-2018 TO 04-30-2019	Symbol: WLR Number: C64786714
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 04-30-2018
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.	

### NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
  - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. This endorsement must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- 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 the Policy.

All other terms and conditions of this Policy remain unchanged.

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

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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

1441 Schilling Place, South 2nd Floor  
Salinas, California, 93901-4527

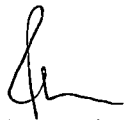
(831)755-4800

[www.co.monterey.ca.us/rma](http://www.co.monterey.ca.us/rma)

## 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.