

CONTRACT RENEWAL

#5117-22-KH

Date: September 8, 2022

Supplier: Crafco, Inc.

Project: 2nd Year Contract Renewal for Crackfill Material

Congratulations, you have been awarded the 2nd year renewal option for contract #5117-22-KH Crackfill Material 2022, dated September 8, 2022.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated May 20, 2020 for Solicitation No. IFB-4783-20-DH for Crackfill Material 2020 for Tar Blocks – Deery 115 Plexi-Melt.

The unit price per pound has increased to **\$0.6500**. Documentation from Crafco's suppliers are attached.

This renewal shall cover the 2022 calendar year.

Please notify John Somerlot, City of Grand Junction Streets Supervisor 970-244-1571 for scheduling & ordering, and return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:		
Duane Hoff Ir.		
9F789E7D50F14BC	O ((A -) - : - : - (()	

Duane Hoff Jr., Contract Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor:	Crafco, Inc.					
Ву:	Docusigned by: Bryan Darling	Bryan Darling				
Title:	Regional Manager					
Date:	9/12/2022					



September 6, 2022

Kassy Hackett Buyer 910 Main St Grand Junction, CO 81501

RE: Crafckfill Material 2020. Contract #4879-21-DH

Kassy Hackett:

Crafco is requesting for a price increase on current contract 4879-21-DH. I have collected raw material cost as justification

The chart below shows the increases Crafco has seen just over the past year. I have included the documentation of Crafco's costs. As you can see most of our cost increases are around the Asphalt, Oil and Polymer which makes up the bulk of our sealant.

Between late 2020 and current 2022, the cost to supply product on the contract has increased at an unprecedented rate. All these increases are a direct result of the pandemic and foreign conflicts. We are currently in a period where costs are leveling but we are unable to forecast what will happen the following year. If or when costs decrease, we would like to extend this benefit with a price reduction. The proposed pricing today is intended to keep us from taking a loss. Pricing reflected on quote is still at a considerable discount as pricing for current bids are from .70/lb to .80/lb.

If you have any questions, please don't hesitate to contact me if additional justification is required.

Item	2020 cost	2022 cost	Price change	% increase
Box	\$0.67	\$0.82	\$0.15	22.39%
Bag	\$0.16	\$0.24	\$0.08	50.00%
Pallet	\$8.34	\$14.88	\$6.54	78.42%
Pallet Covers	\$2.04	\$3.42	\$1.38	67.65%
Asphalt	\$257.18	\$717.00	\$459.82	178.79%
Oil	\$0.41	\$0.93	\$0.52	126.83%
Polymer	\$0.75	\$1.54	\$0.79	105.33%

Sincerely,

Crafco, Inc.

James Clark

Utah Territory Manager Office: 602-276-0406 Mobile: 602-309-5017 James.clark@crafco.com 175900

175900

INVOICE

Asphalt

Page 1 of 1

Shipped From: Ship Date: Z328 - PARSONS, TN

Jul 23, 2020 402P

FOB - Origin

Reference #: 4
CSR Order #:

Invoice Number: 9402297836

Invoice Date: Jul 23, 2020

Remit To:

ERGON ASPHALT AND EMULSIONS, INC.

DEPT #2135 P.O. BOX 11407

BIRMINGHAM AL 35246-2135

Due Date:

Aug 22, 2020

Shipping Terms: Carrier: Mode of Tranp.:

ASPHALT TRANSPORT, INC.
Truck

ioue or realip..

Ship To: 2003002 CRAFCO INC

LAUDERDALE COUNTY TN

6165 W DETROIT ST CHANDLER AZ 85226

Sold To:

Bill To:

CRAFCO INC

CRAFCO INC

6165 W DETROIT ST

CHANDLER AZ 85226

BOL No.	Time	Description	Net Qty UoM	Price	Amount - USD
17696	11:01	PG64-22	22.060 TON	257.1800	5,673.39
		Federal Envmt. Fee		0.4977	10.98

Customer PO #: 4500603127

Vehicle:

3012 1625

Project Description: Crafco

Total

5,684.37

Payment Terms: Net 30 days

No Statement Will Be Furnished.

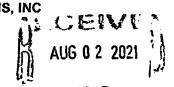
Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party.

PLEASE REPLY TO invoice@ergon.com IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.

7/24/20



ERGON ASPHALT AND EMULSIONS, INC P.O. BOX 1639 **JACKSON MS 39215-1639** 601-933-3000



INVOICE Page 1 of 1

Sold To: 175900

CRAFCO INC 6165 W DETROIT ST CHANDLER AZ 85226

175900

Bill To:

CRAFCO INC 6165 W DETROIT ST

CHANDLER AZ 85226

Shipped From: Z328 - PARSONS, TN

Ship Date: Jul 29, 2021 Invoice Number:

9402521342

Involce Date:

Jul 29, 2021

Reference #: ROOX

Remit To:

Shipping Terms: FOB - Origin

Carrier:

ASPHALT TRANSPORT, INC.

Mode of Tranp.: Truck

ERGON ASPHALT AND EMULSIONS, INC.

DEPT #2135 BIRMINGHAM AL 35246-2135

Ship To: 2003002 P.O. BOX 11407

CRAFCO INC

LAUDERDALE COUNTY TN

Due Date:

Aug 28, 2021

20480	13:54	PG64-22				22.640	TON	452.0100	10,233.51
a water source for any non-real a	دو این	Federal En	vmt. Fee					0.4977	11.27
Customer PO #	: 450064382	21		100	•	• •			
Vehicle:	4020411	•	•			•	Ŷ		
Project Descrip	tion: Crafco							4	
		•••		• • •	۹.			Total	10,244.78
		•	•			• •	•	•	
Payment Terms	: Net 30 da	ys	•			Fr. No.	•		

until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the involced party.

PLEASE REPLY TO invoice@ergon.com IF YOUR COMPANY WOULD PREFER TO RECEIVE INVOICES VIA EMAIL / FAX OR IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.

Co No: 136 - Ven: ICV165 - Check: - Inv #: 9402521342 Check Date: Bag



PPC Industries, Inc.

Designers & Manufacturers of Flexible Packaging

10101 78th Avenue Pleasant Prairie, WI 53158 Phone: 262-947-0900 Fax: 262-947-0933 Outside Wisconsin: 1-800-769-1172 PLEASE MAIL REMITTANCE TO: PPC INDUSTRIES INC. P.O. BOX 71178 CHICAGO, IL 60694-1178 INVOICE

Invoice #: Order #:

396785 346494

Invoice date: Shipped date: 09/08/20 09/08/20

- -

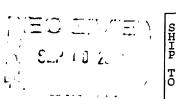
PAGE:

- - -

1

BHLL TO

ACCOUNT: 30099/1 CRAFCO INC. 6165 WEST DETROIT STREET CHANDLER AZ 85226



CRAFCO INC. ATTN: TODD GLOVER 6975 WEST CRAFCO WAY CHANDLER AZ 85226

					SOL	D-TO PC)	
SH	IPMENT MADE VIA	FOB						
FEDI	EX LTL ECONOMY PREPAID		BOL # 232090					
SLSP	SALESPERSON	WHSE	CUSTOMER PO#		TYPE		TERMS	
001	JERRY CARBERRY	W01	4500602792		REG	1%-	10/NET 30	
PROE CODE			QTY SHIPPED	U/M	UNIT	PRICE	PRICING U/M	AMOUNT
03693	BAG ON ROLL 13.50 X 13.00 X 260018		96000	BAG	166.	74000	М	16,007.04
	34070R NARROW Lot: 317056-A		96000	BAG				

Shipping Weight: 8,334.72 LB

You may deduct \$160.07 if paid by 09/18/20.

ALL CLAIMS MUST BE MADE WITHIN 30 DAYS OF RECEIPT OF MERCHANDISE. NO RETURNS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

GOODS COVERED BY THIS INVOICE WERE PRODUCED IN ACCORDANCE WITH THE FAIR LABORS STANDARDS ACT OF 1938 AS AMEDED, INCLUDING THE AMENDMENT APPROVED AUG. 12, 1955.





PPC Industries, Inc.

Designers & Manufacturers of Flexible Packaging

10101 7-th Avenue Pleasant Prairie, WI 53158 Phone: 262-947-0900 Fax: 262-947-0933 Outside Wisconsin: 1-800-769-1172 PLEASE MAIL REMITTANCE TO: PPC INDUSTRIES INC. P.O. BOX 71178 CHICAGO, IL 60694-1178

T

INVOICE

Invoice #: Order #: 408483 359258

Invoice date: Shipped date: 07/15/21 07/15/21

PAGE:

1

BILL

ACCOUNT: 30099/1 CRAFCO INC.

6165 WEST DETROIT STREET

CHANDLER AZ 85226

JUL 2 0 2021

CRAFCO INC. ATTN: TODD GLOVER 6975 WEST CRAFCO WAY CHANDLER AZ 85226

					SOL	D-TO PC)	
SH	IPMENT MADE VIA	FOB						
FED	EX LTL ECONOMY PREPAIL)	BOL # 241942					
SLSP	SALESPERSON	WHSE	CUSTOMER PO#		TYPE		Terms	
001	JERRY CARBERRY	W01	4500638213-1		REG	1%-	10/NET 30	
PROI CODE			QTY SHIPPED	U/M	UNIT	PRICE	PRICING U/M	AMOUNT
03693	35 BAG ON ROLL 13.50 X 13.00 X 260018		96000	BAG	209.	56000	M	20,117.76
	34070R NARROW Lot: 329260-A		96000	BAG			».	

Shipping Weight: 8,334.72 LB

You may deduct \$201.17 if paid by 07/25/21.

 MERCHANDISE
 MISC
 TAX
 FREIGHT
 INVOICE TOTAL

 CUSTOMER COPY
 20,117.76
 0.00
 0.00
 0.00
 20,117.76

ALL CLAIMS MUST BE MADE WITHIN 30 DAYS OF RECEIPT OF MERCHANDISE. NO RETURNS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

GOODS COVERED BY THIS INVOICE WERE PRODUCED IN ACCORDANCE WITH THE FAIR LABORS STANDARDS ACT OF 1938 AS AMEDED, INCLUDING THE AMENDMENT APPROVED AUG. 12; 1955. Box



Packaging Corp of America

441 S. 53rd Ave., Phoenix, AZ 85043 602-269-8586

Federal Tax ID# 36-4277050

Customer No: CRAI0050002

Sold To: Crafco Inc.

420 N Roosevelt Ave

Chandler, AZ 85226-2601 USA

ORIGINAL

INVOICE

Please remit to:

Packaging Corporation of America

P.O. Box 51584

Los Angeles, CA 90051-5884

Invoice No:

369 - 60566

Ship To No:

CRAI0050004

Ship To:

Crafco Inc.

6975 W Crafco Way

Chandler, AZ 85226-2505 USA

voice Date:	7/14/20			Bill of Lading No: 43	925			Page No:
Terms			Sales agent	Ship Via	Ship Via Truck No		FOB	
1-10 Net 30		5055	Shipp, Eric	Gardner Truckng		1565		Destination
Qty Ord.	Order#	Order /	No./ Description	P.O #/Rel #/Line #	Qty Shipped	P/C	Price/Per	Amount
10500	948053	CRAFCO CODE 3 12 5/16 x 9 1/8 x 8 1/8 SPECIAL EC55-C		4500599540//1 MSF: 57.832 30-0-010-0000-369-01	10500	С	\$ 670,0000	S 7,035.0

Prepaid Freight: 249.69	Total MSF	Total Weight	Please Pay		
If paid within the above Terms, you may deduct \$ 67.85	57.832	9,996.20	This Amount	=>	\$7,035.00

covering this transaction, the terms and conditions of that agreement shall apply. PCA objects to the inclusion of any different or additional terms in the buyer purchase order.

BOX



PACKAGING CORPORATION OF AMERICA Packaging Corp of America

441 S. 53rd Ave., Phoenix, AZ 85043 602-269-8586 ECEIVE

Federal Tax ID# 36-4277050

Customer No: CRAI0050002

Sold To:

Crafco Inc.

420 N Roosevelt Ave

Chandler, AZ 85226-2601 USA

ORIGINAL

INVOICE

Please remit to:

Packaging Corporation of America

P.O. Box 51584

Los Angeles, CA 90051-5884

Invoice No:

369 - 74116

Ship To No:

CRAI0050004

Ship To:

Crafco Inc.

6975 W Crafco Way

Chandler, AZ 85226-2505 USA

Invoice Date:	7/21/21			Bill of Lading No: 58	502			Page No:	1
Terms	•		Sales agent	Ship Via	Tru	ick No		1	FOB
1-10	0 Net 30	5055	SHIPP, ERIC	Gardner Truckng		5029			Destination
Qty Ord.	Order#	Order	No./ Description	P.O #/Rel #/Line #	Qty Shipped	P/C	Price/Per		Amount
10500	19373	CRAFCO CODE 3 12 5/16 x 9 1/8 x 8 1/8 SPECIAL EC55-C		4500639560//1 MSF: 57.832 30-0-010-0000-369-01	10500	С	\$ 825.0000	м	\$ 8,662.50
		Pallet Charges			14		\$ 4.0000		\$ 56.00

Prepaid Freight: 282.87	Total MSF	Total Weight	Please Pay		***************************************
If paid within the above Terms, you may deduct \$ 84.36	57.832	9,996.20	This Amount	=>	\$8,718.50

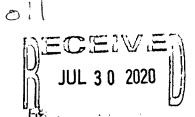
The products covered by this invoice were manufactured in compliance with the requirements of the Fair Labor Standards Act, as amended.

The PCA website at www.PackagingCorp.com contains the sales terms and conditions (also available on request) that apply to this transaction. However, if the parties have entered into a mutually executed written agreement covering this transaction, the terms and conditions of that agreement shall apply. PCA objects to the inclusion of any different or additional terms in the buyer purchase order.

DocuSign Envelope ID: E0360145-2030-4C3D-8BD4-A1D28C5288E7



ERGON REFINING, INC. P.O. BOX 1639 **JACKSON MS 39215-1639** 601-933-3000



INVOICE

Page 1 of 1

sold To: 175800

BIII To:

CRAFCO INC

6165 W DETROIT ST

CHANDLER AZ 85226

CRAFCO INC 6165 W DETROIT ST **CHANDLER AZ 85226**

175800

Shipped From: Z201 - VICKSBURG, MS

Ship Date:

Jul 26, 2020 Deal Number: C-0009908893-48

CSR Order #:

L332518

Shipping Terms: CPT

Carrier:

ERGON TRUCKING, INC

Mode of Tranp.: Truck

Ship To: 2006171

CRAFCO INC

121 INDUSTRIAL PARK RD.

HALLS TN 38040

Invoice Number: 9402299225 Invoice Date:

Jul 26, 2020

Remit To:

ERGON REFINING, INC.

DEPT #2135 P.O. BOX 11407

BIRMINGHAM AL 35246-2135

Due Date:

Aug 25, 2020

BOL N	Time Description	Net Qty UoM	Price	Amount - USD
94585	17:46 HYPRENE L500	46,993.120 LB	0.4142	19,464.55
	Billed FRT Srchr %		* · · · · ·	205.17

Billed FRT Srchr %

Vehicle:

1927/52423

Total

19,669.72

Payment Terms: Net 30 days

Customer PO #: 4500603125

No Statement Will Be Furnished.

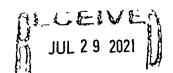
Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party.

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Co No: 136 - Ven: ICV060 - Check: 172639 - Inv #: 9402299225 Check Date: 8/24/2020



ERGON REFINING, INC. P.O. BOX 1639 **JACKSON MS 39215-1639** 601-933-3000



INVOICE Page 1 of 1

Sold To: 175800

BIII To:

CRAFCO INC 6165 W DETROIT ST

CHANDLER AZ 85226

CRAFCO INC 6165 W DETROIT ST **CHANDLER AZ 85226**

175800

Shipped From: Z201 - VICKSBURG, MS

Ship Date: Jul 28, 2021 Deal Number: C-0009908893-58

CSR Order#: L367965

Shipping Terms: CPT

Carrier: **ERGON TRUCKING, INC**

Mode of Tranp.: Truck

Ship To: 2006171

P.O. BOX 11407

CRAFCO INC 121 INDUSTRIAL PARK RD.

HALLS TN 38040

Invoice Number: 9402519615

Involce Date: Jul 28, 2021

Remlt To:

ERGON REFINING, INC.

DEPT #2135

BIRMINGHAM AL 35246-2135

Due Date:

Aug 27, 2021

08357	13:51	HYPRENE L500		49,145	5.710 LB	0.7103	34,908.20
S. L. Barre	`	Billed FRT Srchr %		New or	•	Sec. Fac. 1 &	227.30
Customer PO #:	4500643820		v v v v v v v v v v v v v v v v v v v	. F	· · · · · · · · · · · · · · · · · · ·	* *	e : _ Ani naggar ander agricad
/ehicle:	709/35102	•	.:				
		**	•			-	٠.
e de la companya de l		•				Total	35,135.50

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date multi the full involced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the involced party.

PLEASÉ REPLY TO invoice@ergon.com IF YOUR COMPANY WOULD PREFER TO RECEIVE INVOICES VIA EMAIL / FAX OR IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.

Co No: 136 - Ven: ICV060 - Check: - Inv #: 9402519615 Check Date:

U.S. Pat.# 6,095,407

1

Pallet



Southwest Forest Products 2828 S 35th Ave. (Phoenix, AZ 85009 (602) 278-1009

CHANGE OF REMITTANCE: Please Remit Payment to:

2828 S. 35th Ave Phoenix, AZ. 85009 INVOICE

Page: 1

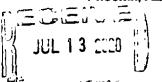
INVOICE NUMBER: INVOICE DATE:

0468057-IN ¹ 7/8/2020

ORDER NUMBER: ORDER DATE:

0370044 7/6/2020

SALESPERSON: IJES CUSTOMER NUMBER: CRAFCO



Ship To:

Crafco Inc., An ERGON Co. 6975 W. Crafco Way AM Delivery

Chandler, AZ 85226-2601

Your Cust PO No:

6165 W Detroit St

Chandler, AZ 85226

Crafco Inc., An ERGON Co.

Sold To:

Your Cust SO No:

CUSTOMER P.O. 4500462082	SHIP VIA	F.O	. . 8.	TERMS Net 30 ADI		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
/UP Used Pallets		660.000	660.000	0.000	8.340	5,504.40
Used 48x40 4 Way # 1		ets	•			
use filler boards, no me	ore than 1" gaps				. •	
/FRTURPOC Freight UP & RP O.C	EACH C.	1.000	1.000	0.000	225.000	225.00
Freight						
/FTUPNGOC	EACH	1.000	1.000	0.000	225.000-	225.00-
Freight Neg - Used P	allet OC					

Net Invoice:	5,504.40
Less Discount:	0.00
Freight:	0.00
Sales Tax:	473.38
Invoice Total:	5,977.78

Southwest Forest Products inc.

Southwest Forest Products | VE 2828 S 35th Ave. Phoenix, AZ 85009 (602) 278-1009

CHANGE OF REMITTANCE: Please Remit Payment to: 2828 S. 35th Ave Phoenix, AZ. 85009

INVOICE

Page: 1

INVOICE NUMBER: INVOICE DATE:

0479331-IN 7/20/2021

ORDER NUMBER: ORDER DATE:

0381696 7/19/2021

SALESPERSON: **CUSTOMER NUMBER:** **IJES CRAFCO**

Sold To:

Crafco Inc., An ERGON Co. 6165 W Detroit St Chandler, AZ 85226

Ship To:

Crafco Inc., An ERGON Co. 6975 W. Crafco Way

By Noon

Chandler, AZ 85226-2601

Your Cust PO No:

Your Cust SO No:

CUSTOMER P.O. 4500622965-1	SHIP VIA	F.O	.B.	TERMS Net 30 ADI		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
/UP		660.000	659.000	0.000	10.000	6,590.00
Used Pallets	•					
Used 48x40 4 Way # 1	Heat Treated Pall	ets .				
use filler boards, no mo	re than 1" gaps	*				
/FRTURPOC	EACH	1.000	1.000	0.000	250.000	250.00
Freight UP & RP O.C.						
Freight						
/FTUPNGOC	EACH	1.000	1.000	0.000	250.000-	250.00-
Freight Neg - Used Pa	allet OC					



Net/Invoice: Less Discount: Freight:

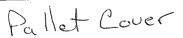
6,590.00

7,156.74

0.00

0.00 566.74

Sales Tax: Invoice Total:





INVOICE

Remit To: Tri-Cor Flexible Packaging Inc. 27 Brookfield Drive Sparta, NJ 07871-3447 P: 973-940-1500

Invoice:

47814

Date:

8/5/2020

EMAIL INVOICES

Sold To:

CRAFCO INC. 6165 W. DETROIT STREET CHANDLER, AZ 85226 Ship To:

CRAFCO INC. 121 INDUSTRIAL PARK ROAD HALLS, TN 38040 731-836-5002 PO# 4500605889

Customer Order	No.	Terms	Sales Rep	Ship Date	Ship Via		F.O.B.
4500605889		1% 10 Net 30	BZ	8/5/2020	CENTRAL		PREPAID
Quantity	<u> </u>	Des	scription		Price	U/M	Amount
3,200		47 X 45	5 X 64 X .003		2.04	EA	6,528.00
	COVERS	ED 1 COLOR (BL	TH 12 MONTH 6 ROLLS/PAL	I UVI, HIGH SLI LET	IP		

Thank you for your business

Invoice Total:

\$6,528.00

Payments/Credits

\$0.00

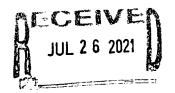
Balance Due

\$6,528.00

Pallet Cover . dg



Remit To: Tri-Cor Flexible Packaging Inc. 27 Brookfield Drive Sparta, NJ 07871-3447 P: 973-940-1500



INVOICE

Invoice:

50158

Date:

7/22/2021

EMAIL INVOICES

Sold To:

CRAFCO INC. 6165 W. DETROIT STREET CHANDLER, AZ 85226 Ship To:

CRAFCO INC. 325 COUNTY ROAD 128A CHEYENNE, WY 82007 307-778-7098 PO# 4500635642

Customer C	rder No.	Terms	Sales Rep	Ship Date		Ship Via		F.O.B.
450063	5642	1% 10 Net 30	BZ	BZ 7/22/2021 J & R TRANSPOR				PREPAID
Quantity		Des	cription			Price) U/M	Amount
3,200		E OPAQUE COEXTI RS ON ROLLS WIT 100/ROLL, 16 PRINTED 1 COLO	H 12 MONTH ROLLS/PAL	I UVI, HIGH SLI LET		2.66	EA	8,512.00

Thank you for your business

Invoice Total:

\$8,512.00

Balance Due

\$8,512.00

DocuSign Envelope ID: E0360145-2030-4C3D-8BD4-A1D28C5288E7

Polymer



4803 Decker Dr., Baytown, TX 77520 Tel. (281) 424-6100, Fax (281) 424-6340

INVOICE

Page 1 of 1

Number: 143540

07/17/2020 Date:

900056

CRAFCO INC. 6165 W. DETROIT STREET CHANDLER, AZ 85226

CRAFCO 325 COUNTY RD. 128A

CHEYENNE, WY 82007

	·						
CUSTOMER ORDER# 4500602488	SHIP DATE 07/16/2020	SHIP V RECOVERY LOC			TERMS DAYS INV DATE	DUE DATE 08/16/2020	
Product	Product		Quant	ity	Unit Price	- ! -	Extension
GLOBALPRENE 350	1 IN 800LB BC	X	40,000.	00 LB	0.7500		30,000.00

Total:

30,000.00

ALL VALUES IN US DOLLAR

Our Ord# 142833

ORDER DATE: 06/30/2020

BOL# 55150

DELIVERY TERMS: PREPAID WHSE: BAY

PLEASE REMIT: By Check:

LCY ELASTOMERS LP

P.O. BOX 840829 **DALLAS, TX 75284-0829** By Wire or ACH Transfer:

BANK OF AMERICA MERRILL LYNCH

700 LOUISIANA STREET, 8TH FLOOR, HOUSTON, TX 77002

ACH ABA: 111000025. WIRE ABA: 026009593. SWIFT CODE: BOFAUS3N ACCOUNT: 488061531800. BENEFICIARY: LCY ELASTOMERS LP

correspondence, please send to address at the top, and not to the P.O. BOX

NOE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE OF 18%, WILL BE APPLIED TO UNPAID PAST DUE BALANCE. DIAN GST #863032900, QST #1205696586

Co No: 136 - Ven: 114471 - Check: 171714 - Inv #: 143540 Check Date: 8/10/2020

DocuSign Envelope ID: E0360145-2030-4C3D-8BD4-A1D28C5288E7 Polymer



4803 Decker Dr., Baytown, TX 77520 Tel. (281) 424-6100, Fax (281) 424-6340

INVOICE

Page 1 of 1

Number: 148030 07/30/2021 Date:

900056

CRAFCO INC. 6165 W. DETROIT STREET CHANDLER, AZ 85226

CRAFCO 325 COUNTY RD. 128A

CHEYENNE, WY 82007

CUSTOMER ORDER# 4500643517-1	SHIP DATE 07/29/2021	SHIP VIA C. H. ROBINSON WOR	·	30	TERMS DAYS INV DATE	DUE DATE 08/29/2021
Product	duct		Quant	ity	Unit Price	Extension
GLOBALPRENE 3501 II	N 800LB BOX		40,000.	00 LB	1.2700	 50,800.00

Total:

50,800.00

ALL VALUES IN US DOLLAR

Rec 8/19 419002

Our Ord# 147286

ORDER DATE: 07/06/2021

BOL# 58889

DELIVERY TERMS: PREPAID WHSE: BAY

Please remit by Wire or ACH (please do not mail checks):

BANK OF AMERICA MERRILL LYNCH

700 LOUISIANA STREET, 8TH FLOOR, HOUSTON, TX 77002

ACH ABA: 111000025. WIRE ABA: 026009593. SWIFT CODE: BOFAUS3N

ACCOUNT: 488061531800. BENEFICIARY: LCY ELASTOMERS LP

Any correspondence, please send to address at the top, and not to the P.O. BOX

A FINANCE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE OF 18%, WILL BE APPLIED TO UNPAID PAST DUE BALANCE.

CANADIAN GST #863032900, QST #1205696586



DO NOT MAIL. INVOICE IS E-MAILED.

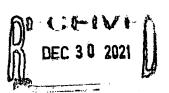


Green Bay Packaging Inc.

El Paso Division 10515 Railroad Dr., El Paso, Tx 79924 (915) 822-9700

SOLD TO:

Crafco Inc 6165 W Detroit St Chandler, AZ 85226



INVOICE

57519-29

INVOICE DATE: 12/28/2021

DR#: 34316129

EDI#: 212176

SHIP DATE: 12/28/2021 11:27:46 AM CARRIER/TRAILER #: 528517

Page 1 of 1

CUSTOMER #: 14350

SHIP TO:

Crafco Inc

6975 W Crafco Way Chandler, AZ 85226

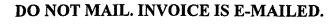
REMIT TO: Bin No. 53139, Milwaukee, WI 53288

Customer PO	Job Number		Description		Weight	Area	Qty	P /	Price	Total
4500654258	C423408	34	146 CODE 3		9503	57,591	10,500	C	\$820.00 M-PCS	\$8,610.00
									M-PCS	
									<u> </u>	
										{
					,					
		Sales							<u> </u>	\$0.00
Total Weight (lbs			Total Area	D	iscount		Terms:			otal: \$8,610.00 US Dollars
	9,5	503	57,591		\$8	6.10	1-10-30 N	ET (OF FRT	

All items quoted as warehoused must be shipped and invoiced within 30 days of scheduled ship dates. Run and ship items must ship complete on first shipments. Any tooling not used within a 24 month period will be disposed of at our location.

[&]quot;We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof."

Original Copy





Green Bay Packaging Inc.

El Paso Division 10515 Railroad Dr., El Paso, Tx 79924 (915) 822-9700 APR 2 5 2022

SOLD TO:

Crafco Inc 6165 W Detroit St Chandler, AZ 85226 INVOICE 365280-29

INVOICE DATE: 04/21/2022

DR #: 35046929

EDI#: 217747

SHIP DATE: 4/21/2022 9:10:03 AM CARRIER/TRAILER #: 535942

Page 1 of 1

CUSTOMER #: 14350

SHIP TO:

Crafco Inc 6975 W Crafco Way

Chandler, AZ 85226

REMIT TO: Bin No. 53139, Milwaukee, WI 53288

Customer PO	Job Number		scription	Weight	Area	Qty	ć	Price	Total
45006666510	C432571	34146 CODE 3		7466	45,250	8,250	P	\$820.00 M-PCS	\$6,765.00
	·		,						
		Sales Tax							\$0.00
Total Weight (lbs)	7,4	Total Are	a 45,250	Discount \$6	67.65	Terms: 1-10-30 NE	ET OF FR		otal: \$6,765.00 US Dollars

All items quoted as warehoused must be shipped and invoiced within 30 days of scheduled ship dates. Run and ship items must ship complete on first shipments. Any tooling not used within a 24 month period will be disposed of at our location.

[&]quot;We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof."

Original Copy





PPC Industries, Inc.
Designers Manufacturers of Flexible Packaging

10101 78th Avenue Pleasant Prairie, WI 53158 Phone: 262-947-0900 Fax: 262-947-0933 Outside Wisconsin: 1-800-769-1172

PLEASE MAIL **REMITTANCE TO:** PPC INDUSTRIES INC. P.O. BOX 71178 CHICAGO, IL 60694-1178 **INVOICE**

Invoice #: Order #:

413891 367193

Invoice date: Shipped date: 11/23/21 11/23/21

PAGE:

ACCOUNT: 30099/1

CRAFCO INC.

6165 WEST DETROIT STREET CHANDLER AZ 85226

CRAFCO INC. ATTN: TODD GLOVER 6975 WEST CRAFCO WAY CHANDLER AZ 85226

					SOL	D-TO PO)	
SHIP	MENT MADE VIA	POB						
OLD DO	OMINION PREPAID	BOL	# 249954					
SLSP	SALESPERSON	WHSE	CUSTOMER PO#		TYPE		TERMS	
001 J	ERRY CARBERRY	W01	4500655539		REG	1%-	10/NET 30	
PRODUC CODE	CT DESCRIPTION		QTY SHIPPED	U/M	UNIT	PRICE	PRICING U/M	AMOUNT
036935	13.50 X 13.00 X 260018		96000	BAG	226.4	43000	M	21,737.28
	34070R NARROW Lot: 335831-A		96000	BAG				

Shipping Weight: 8,334.72 LB

You may deduct \$217.37 if paid by 12/03/21.

MERCHANDISE MISC TAX FREIGHT **CUSTOMER COPY** 21,737.28 0.00 0.00

> GOODS COVERED BY THIS INVOICE WERE PRODUCED IN ACCORDANCE WITH THE FAIR LABORS STANDARDS ACT OF 1938 AS AMEDED, INCLUDING THE AMENDMENT APPROVED AUG. 12, 1955.

0.00

INVOICE TOTAL

21,737.28





• Industries, Inc.
Designers & Manufacturers of Flexible Packaging

10101 78th Avenue Pleasant Praine, WI 53158 Phone: 262-947-0900 Fax: 262-947-0933 Outside Wisconsin: 1-800-769-1172

PLEASE MAIL REMITTANCE TO: PPC INDUSTRIES INC. P.O. BOX 71178 CHICAGO, IL 60694-1178 INVOICE

Invoice #:

421418

Order #: Invoice date:

374561 05/27/22

Shipped date:

05/27/22

PAGE:

1

BILL T

ACCOUNT: 30099/1 CRAFCO INC.

6165 WEST DETROIT STREET CHANDLER AZ 85226

SHIP

CRAFCO INC. ATTN: TODD GLOVER 6975 WEST CRAFCO WAY CHANDLER AZ 85226

					SOL	D-TO PO		
SHIPM	MENT MADE VIA	FOB				·····		
OLD DO	MINION PREPAID	BOL	# 254265					
SLSP	SALESPERSON	WHSE	CUSTOMER PO#		TYPE		Terms	
001 JE	ERRY CARBERRY	W01	4500668793		REG	1%-	10/NET 30	,
PRODUC'	T DESCRIPTION		QTY SHIPPED	U/M	UNIT	PRICE	PRICING U/M	AMOUNT
036935	BAG ON ROLL 13.50 X 13.00 X 260018		96000	BAG	239.	95000	М	23,035.20
	34070R NARROW Lot: 341542-A		96000	BAG				

Shipping Weight: 8,334.72 LB

You may deduct \$230.35 if paid by 06/06/22.

MERCHANDISE TAX MISC INVOICE TOTAL FREIGHT **CUSTOMER COPY** 23,035.20 0.00 0.00 0.00 23,035.20

DocuSign Envelope ID: E0360145-2030-4C3D-8BD4-A1D28C5288E7

ser allets

Southwest Forest Products inc.

Southwest Forest Products 2828 S 35th Ave. Phoenix, AZ 85009 (602) 278-1009

CHANGE OF REMITTANCE: Please Remit Payment to: 2828 S. 35th Ave

Phoenix, AZ. 85009

INVOICE

Page: 1

INVOICE NUMBER: 0483640-IN INVOICE DATE: 12/21/2021 ORDER NUMBER: 0386001

ORDER DATE: 12/20/2021 SALESPERSON: IJES

CM: IANG

CUSTOMER NUMBER: CRAFCO

Sold To:

Crafco Inc., An ERGON Co. 6165 W Detroit St Chandler, AZ 85226 Ship To:

Crafco Inc., An ERGON Co. 6975 W. Crafco Way AM Delivery Chandler, AZ 85226-2601

Your Cust PO No:

Your Cust SO No:

CUSTOMER P.O. 4500641029	SHIP VIA	F.O	.B.	TERMS Net 30 ADI		MMMMAR Visit 16-15-16-2- characteristische Antonio
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
/UP Used Pallets		660.000	660.000	0.000	10.000	6,600.00
Used 48x40 4 Way # 1		ets				
use filler boards, no mo	re than 1" gaps		v.			
/FRTURPOC	EACH	1.000	1.000	0.000	250.000	250.00
Freight UP & RP O.C. Freight		× 1				
/FTUPNGOC Freight Neg - Used Pa	EACH 'allet OC	1.000	1.000	0.000	250.000-	250.00-



 Net Invoice:
 6,600.00

 Less Discount:
 0.00

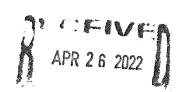
 Freight:
 0.00

 Sales Tax:
 567.60

 Invoice Total:
 7,167.60

___tnvoice

arest Products th Ave. AZ 85009 181009



Invoice Number: 0005389-IN Invoice Date: 4/21/2022

Order Number:
Order Date
Salesperson: IJES
Customer Number: CRAFCO

Ship To:

Crafco Inc., An ERGON Co. Chandler Chandler, AZ 85226-2601

Crafco Inc., An ERGON Co. 6165 W Detroit St Chandler, AZ 85226 Confirm To: Stephanie

Sold To:

Customer P.O. 4500672132	Ship VIA	F.	.O.B.	Terms Net 30 ADI		
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
/UP		0.000	652.000	0.000	14.880	9,701.76
Used Pallets						••••
Crafc	o 48x40 4 way - Heat	Treated - Custom Rec	cycled Pallets			
/FRTURPOC	EACH	0.000	1.000	0.000	250.000	250.00
Freight UP & RP O.C						
Freigh	nt UP & RP O.C Se	rvices				
FTUPNGOC	EACH	0.000	1.000	0.000	250.000-	250.00-
Freight Neg - Used P	allet OC					
Freigh	nt Neg - Used Pallet (OC - Services				

 Net Invoice:
 9,701.76

 Less Discount:
 0.00

 Freight:
 0.00

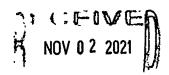
 Sales Tax:
 834.35

 Invoice Total:
 10,536.11

5288E7



Remit To: Tri-Cor Flexible Packaging Inc. 27 Brookfield Drive Sparta, NJ 07871-3447 P: 973-940-1500



INVOICE

Invoice:

50769

Date:

10/11/2021

EMAIL INVOICES

Sold To:

CRAFCO INC. 6165 W. DETROIT STREET CHANDLER, AZ 85226 Ship To:

CRAFCO INC. 6975 WEST CRAFCO WAY CHANDLER, AZ 85226 602-276-0406 PO# 4500652397-1

Customer (Order No.	Terms	Sales Rep	Ship Date		Ship Via F.O			F.O.B.]
4500652	397-1	Net 30	BZ	10/11/2021		BEST WAY			PREPAID	
Quantity		Price	U/	М	Amount]				
4,800	48 X 56 X .006 WHITE OPAQUE LLDPE/LDPE CAP SHEETS ON ROLLS WITH 12 MONTH UVI POST FOLD TO 24 X 56 100/ROLL, HIGH SLIP PART# 34108					1.13	Εź	Ą	5,424.00	
5,000	48 X 40 X .004 CLEAR LLDPE/LDPE BOTTOM SHEETS ON ROLLS, 250/ROLL LOW SLIP PART# 34074				0.535	E	٩	2,675.00		
5.52	CLEAR L	50 X 42 LDPE/LDPE PALLE MONTH U	X 72 X .004		H 12	3,422.00	M		18,889.44	

Thank you for your business

Invoice Total:

\$26,988.44

Balance Due

\$26,988.44

DocuSign Envelope ID: E0360145-2030-4C3D-8BD4-A1D28C5288E7

r-Cor Flexible Packaging Inc.

Remit To: Tri-Cor Flexible Packaging Inc. 27 Brookfield Drive Sparta, NJ 07871-3447 P: 973-940-1500 V-13 (100 Cook of Most experience of the Most



INVOICE

Invoice:

51557-2

Date:

2/8/2022

EMAIL INVOICES

Sold To:

CRAFCO INC. 6165 W. DETROIT STREET CHANDLER, AZ 85226 Ship To:

CRAFCO INC. 6975 WEST CRAFCO WAY CHANDLER, AZ 85226 602-276-0406 PO# 4500665102

		50 X 42 /LDPE PALLE	BZ scription X 72 X .004	2/8/2022		Price	U/M	PREPAID Amount
5.25	CLEAR LLDPE	50 X 42 /LDPE PALLE	X 72 X .004					Amount.
	CLEAR LLDPE	/LDPE PALLE			13	1400.00		
	CLEAR LLDPE				///	3,182.00	M	16,705.50
A DESCRIPTION OF THE PROPERTY		PAR'	UVI, 30/ROLL T# 34082					
[*P/	ARTIAL		. tess			
						News L.C. C. L. C.		

						SOCIOLOS (ASSERTATION)		
						L modernoiste		
	i. B					***************************************		
						O (Vi)		

						njalika kanapananananananananananananananananana		
						Ambersayyes		
			•			***************************************		

Thank you for your business

Invoice Total:

\$16,705.50

Balance Due

\$16,705.50

ERGON ASPHALT & EMULSIONS, INC.

INVOICE

CUSTOMER CO.

DRAWER 1639 / JACKSON, MISSISSIPPI 39215-1639 / TELEPHONE (601) 933-3000

REFER TO THIS NUMBER ON REMITTANCE OR IF COMMUNICATING.

CRAFCO, INC 6165 W DETROIT ST CHANDLER, AZ 85226

175900

INVOICE NUMBER

1K99563M

INVOICE DATE 12/06/2021

SHIPPED FROM

500144855

Net Due Immediately

WE INVOICE YOUR ACCOUNT FOR THE FOLLOWING:

PURCHASE OF RAILCARS OF PG64-22

4500658385

RAILCAR

TONS

500144855JGATX003638 GATX056546-5001448560

GATX056570

TILX270408-5001448556

JTLX676016

90.56 89.32

88.65 90.52

90.83

AMOUNT DUE

\$43,006.51

\$42,511.37

\$42,243.83 \$42,990.54

\$43,114,33

Breakdown of cost is attached.

PLEASE REMIT A COPY OF THIS INVOICE WITH YOUR PAYMENT TO: **DEPT #2135** PO BOX 11407 **BIRMINGHAM, AL 35246-2135**

213,866.58

ERGON ASPHALT AND EMULSIONS, INC. P.O. BOX 1639 **JACKSON MS 39215-1639** 601-933-3000

INVOICE

Page 1 of 1

Sold To:

Bill To:

CRAFCO INC 6165 W DETROIT ST

CHANDLER AZ 85226

175900

175900

CRAFCO INC 6165 W DETROIT ST **CHANDLER AZ 85226** Ship Date:

Reference #:

Shipped From: Z346 - DROPSHIP ASPHALT

May 27, 2022

D88O

Shipping Terms: FOB - O COMMON CARRIER RAIL

Carrier:

Mode of Tranp.: Rall

Ship To: 2013933

CRAFCO INC

MARICOPA COUNTY AZ

Invoice Date:

Remit To: ERGON ASPHALT AND EMULSIONS, INC.

Invoice Number: 9402707093

DEPT #2135 P.O. BOX 11407

BIRMINGHAM AL 35246-2135

Due Date:

Jun 27, 2022

May 27, 2022

BOL No. Time Description

Net Qty UoM

Price Amount - USC

6174171

16:22 PG64-22

88.932 TON

717.0000

63,764.24

Customer PO #: 4590674967

Vehicle:

UTLX669415

Project Description: CRAFCO CHANDLER

Total

63,764.24

Payment Terms: Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party.

PLEASE REPLY TO invoice@ergon.com IF YOUR COMPANY WOULD PREFER TO RECEIVE INVOICES VIA EMAIL / FAX OR IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.

Bill To:

CRAFCO INC 6165 W DETROIT ST

CHANDLER AZ 85226

UNITED BY, SERVICE. DRIVEN BY SOLUTIONS.

ERGON REFINING, INC. P.O. BOX 1639 **JACKSON MS 39215-1639** 601-933-3000

INVOICE

Page 1 of 1

CRAFCO INC 6165 W DETROIT ST **CHANDLER AZ 85226**

175800

Shipped From: Z201 - VICKSBURG, MS

Ship Date: Dec 3, 2021

C-0009908907-57 Deal Number:

L380379 CSR Order #:

DEC 07 20%

Shipping Terms: CPT Carrier: **RAIL CAR**

Mode of Tranp.: Rail

Ship To: 2011848

CRAFCO INC 6940 WEST CHANDLER BLVD **CHANDLER AZ 85226**

Invoice Number: 9402611264 Involce Date:

Dec 3, 2021

Remit To:

ERGON REFINING, INC. **DEPT #2135** P.O. BOX 11407

BIRMINGHAM AL 35246-2135

Due Date:

Jan 3, 2022

1.10000	07.00	**** **********************************	100,100.102 20	0.0002	(40,0,1,1,0
113093	07:08	HYPRENE L500	180.199.152 LB	0.8092	145,817.15
BOL No. →	ATime الأدبانيات	ب للشك Description	Net Qty, UoN	#Rilce	Amount-USD

Customer PO #: 4500659924-1

Total

145,817.15

Payment Terms: Net 30 days

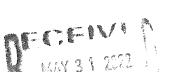
No Statement Will Be Furnished.

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PLEASE REPLY TO Invoice@ergon.com IF YOUR COMPANY WOULD PREFER TO RECEIVE INVOICES VIA EMAIL / FAX OR IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.



ERGON REFINING, INC. P.O. BOX 1639 JACKSON MS 39215-1639 601-933-3000



INVOICE

Page 1 of 1

Sold To: 175800

CRAFCO INC 6165 W DETROIT ST **CHANDLER AZ 85226**

175800

Shipped From: Z201-VICKSBURG, MS

Ship Date: Deal Number:

May 29, 2022

C-9058350548-5

CSR Order #: L398136

Shipping Terms: CPT

Carrier:

RAIL CAR

Mode of Tranp.: Rail

Ship To: 2011848

CRAFCO INC

6940 WEST CHANDLER BLVD **CHANDLER AZ 85226**

Involce Number: 9402703218 Involce Date: May 29, 2022

Remit To:

ERGON REFINING, INC. **DEPT #2135** P.O. BOX 11407

BIRMINGHAM AL 35246-2135

Due Date:

Jun 28, 2022

BOL No.

CRAFCO INC 6165 W DETROIT ST

CHANDLER AZ 85226

Bill To:

Time **Description** Net Oty UoM

Price Amount - USE

119468

06:41 HYPRENE L600

167,303.759 LB

0.9290

55,425,19

Customer PO #: 4500677900

Vehicle:

GATX-206786

Total

155,425.19

Payment Terms: Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party.

PLEASE REPLY TO invoice@ergon.com IF YOUR COMPANY WOULD PREFER TO RECEIVE INVOICES VIA EMAIL / FAX OR IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.



4803 Decker Dr., Baytown, TX 77520 Tel. (281) 424-6100, Fax (281) 424-6340

INVOICE

Page 1 of 1

Number: 149678 12/15/2021 Date:

900056

CRAFCO INC. 6165 W. DETROIT STREET CHANDLER, AZ 85226

CRAFCO 6975 W. CRAFCO WAY

CHANDLER, AZ 85226

CUSTOMER ORDER# 4500658974	SHIP DATE 12/13/2021	SHIP VIA ARCBEST			DUE DATE 01/14/2022	
Product		***************************************	Quantity	Unit Price	Extension	
GLOBALPRENE 3501	IN 30LB BAG		39,000,00	LB 1.2600	49.140.00	

Total: 49,140.00

ALL VALUES IN US DOLLAR

Our Ord# 148766

ORDER DATE: 11/19/2021

BOL# 60161

DELIVERY TERMS: PREPAID WHSE: BAY

Please remit by Wire or ACH (please do not mail checks):

BANK OF AMERICA MERRILL LYNCH

700 LOUISIANA STREET, 8TH FLOOR, HOUSTON, TX 77002

WIRE ABA: 026009593. SWIFT CODE: BOFAUS3N ACH ABA: 111000025.

ACCOUNT: 488061531800. BENEFICIARY: LCY ELASTOMERS LP

Any correspondence, please send to address at the top, and not to the P.O. BOX

A FINANCE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE OF 18%, WILL BE APPLIED TO UNPAID PAST DUE BALANCE. CANADIAN GST #863032900, QST #1205696586



INVOICE

Page 1 of 1

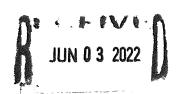
Number: 151718 06/02/2022 Date:

4803 Decker Dr., Baytown, TX 77520 Tel. (281) 424-6100, Fax (281) 424-6340

900056

0

CRAFCO INC. 6165 W. DETROIT STREET CHANDLER, AZ 85226



CRAFCO 6975 W. CRAFCO WAY P

CHANDLER, AZ 85226

CUSTOMER ORDER# 4500677653-1	SHIP DATE 05/31/2022	SHIP VIA SCHNEIDER NATIONAL INC	TERMS 30 DAYS INV DATE	DUE DATE 07/02/2022
Product		Quan	tity Unit Price	Extension
GLOBALPRENE 3501 I	N 30LB BAG	39,000.	00 LB 1.5400	60,060.00

0

Total:

60,060.00

ALL VALUES IN US DOLLAR

MAY ORDER, DELIVERED IN JUNE BECUASE OF PRODUCTION SCHEDULE. HOLD PRICE IF THERE IS ANY CHANGE

Our Ord# 151112

ORDER DATE: 05/24/2022

BOL# 61892

DELIVERY TERMS: PREPAID WHSE: BAY

Please remit by Wire or ACH (please do not mail checks):

BANK OF AMERICA MERRILL LYNCH

700 LOUISIANA STREET, 8TH FLOOR, HOUSTON, TX 77002

ACH ABA: 111000025. WIRE ABA: 026009593. SWIFT CODE: BOFAUS3N

ACCOUNT: 488061531800. BENEFICIARY: LCY ELASTOMERS LP

Any correspondence, please send to address at the top, and not to the P.O. BOX

A FINANCE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE OF 18%, WILL BE APPLIED TO UNPAID PAST DUE BALANCE.

CANADIAN GST #863032900, QST #1205696586



CONTRACT RENEWAL

#4879-21-DH

Date: February 5, 2021

Supplier: Crafco, Inc.

Project: 1st Year Contract Renewal for Crackfill Material 2020

Congratulations, you have been awarded the 1st year renewal option for contract #4879-21-DH Crackfill Material 2021, dated February 5, 2021.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated May 20, 2020 for Solicitation No. IFB-4783-20-DH for Crackfill Material 2020 for Tar Blocks – Deery 115 Plexi-Melt at a **unit price per pound of \$0.4400**. This renewal shall cover the 2021 calendar year.

Please notify Dan Thorne, City of Grand Junction Operations and Maintenance Supervisor 970-244-1571 for scheduling, <u>and return to the Purchasing Division an acknowledged copy of this Contract</u>

Renewal and current Proof of Insurance Certificate.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff Jr., Senior Buyer- City of Grand Junction

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Crafco, Inc.

By: Thomas kelly, (rafco Thomas Kelly, Crafco

Title: Vice President

2/5/2021 | 14:56 MST
Date:



City of Grand Junction
Streets
333 West Ave Building A
GRAND JUNCTION, CO 81501

City of Grand Junction
Streets
333 West Ave Building A
GRAND JUNCTION, CO 81501

Reprinted Purchase Order No. 2020-00000289

DATE 05/20/2020

Ph. (970) 244-1545

Fax (970) 256-4022

VENDOR NO. 6807

Crafco, Inc.
Dept #2279
PO Box 11407

Birmingham, AL 35246-2279

PAGE 1 of 1 SHIP VIA Best Way DELIVER BY

FREIGHT TERMS FOB Dest, Frght Prepaid _Allow

Payment Terms: Net 30 Days Buyer Name: Duane G. Hoff Jr. Buyer Email: duaneh@gjcity.org

Reference Contract Documents IFB-4783-20-DH

Reference Contra	ict Documents IFB-4/83-20-DH			
QUANTITY UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
176,400.0000 Pound	ASPHALT AND EMULSIONS - 2020-CRACKFILL TAR BLOCKS-DEERY 115 PLEXI-MELT	Open	0.4400	
	-	PURCHASE	ORDER TOTAL	\$77,616.00

Special Instructions:PURCHASE ORDER No	. MUST APPEAR ON ALL INVOIC	CES, SHIPPERS, PACKAGES	, CORRESPONDENCE
Tax Exempt No. 98-03544			

Requestor: Dan Thome. Invoices to be processed by Streets Division.

By: 55 TH-41/4



Purchasing Division

Invitation for Bid

IFB-4783-20-DH Crackfill Material 2020

Responses Due:

April 17, 2020 prior to 3:30 PM MST

<u>Accepting Electronic Responses Only</u>

<u>Responses Only Submitted Through the Rocky Mountain E-Purchasing</u>

<u>System (RMEPS)</u>

https://www.rockymountainbidsystem.com/default.asp

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

IMPORTANT NOTICE:

Due to the recent developments with COVID-19, public bid openings are temporarily being suspended. Bid openings will still take place on their designated date and time, and bid tabulations will still be posted for public view/access. However, the bid openings itself will be closed to the public. Once the crisis has passed, public bid openings will resume as normal.

Purchasing Representative:

Duane Hoff Jr., Senior Buyer duaneh@gicity.org Phone (970) 244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

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Section 1 Instruction to Bidders

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Price Proposal/Bid Schedule Form

1. Instructions to Bidders

1.1. Purpose: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to purchase and deliver crackfill materials for the City of Grand Junction. All dimensions and scope of work should be verified by Bidders prior to submission of bids.

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- **1.2. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- **1.3. Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction <u>Purchasing Policy and Procedure Manual.</u>
- 1.4. Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (https://www.rockymountainbidsystem.com/default.asp). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) "Electronic Vendor Registration Guide" Please view our http://www.gjcity.org/business-and-economic-development/bids/ for (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)
- **1.5. Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- **1.6. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- **1.7. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, http://www.gjcity.org/business-and-economic-development/bids/.

- **1.8. Examination of Specifications**: Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- **1.9.** Questions Regarding Statement of Work: Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.10. Addenda & Interpretations: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this solicitation or extensions to the opening/receipt date shall be made by a written Addendum to the solicitation by the Owner. Sole authority to authorize addenda shall be vested in the Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Bidders shall acknowledge receipt of all addenda in their response and are solely responsible for obtaining all solicitation documents.
- **1.11. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- **1.12. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.13. Collusion Clause: Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- **1.14. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- **1.15. Public Opening:** Responses shall be opened in the City Hall Auditorium 250 North 5th Street, Grand Junction, CO 81501 immediately following the solicitation deadline.

2. General Contract Conditions

- 2.1. The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements. The contract may be amended or modified with Change Orders, Field Orders, or Amendment(s).
- 2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. By executing the contract/purchase order, the Bidder represents that they have familiarized themselves with the local conditions under which the work is to be performed. and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.3. The Owner: The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation or progress. The Contractor shall provide facilities for such access. The Owner will familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.4. Contractor: The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. Warranty: The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in

conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of curing all work of others, destroyed or damaged, by the correction, removal or replacement of defective work.

- 2.6. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall assume full responsibility and shall bear all costs attributable.
- **2.7. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.8. Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:
 - (a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.
 - (b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 2.9. Indemnification: The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.10. Miscellaneous Conditions: Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- **2.11. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in the Contract Documents.

- **2.12. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.13. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of the product or written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.14. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner.
- 2.15. Changes in the Work: The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order/Amendment.
- 2.16. Claims for Additional Cost or Time: If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, the Contractor shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order/Amendment.

- **2.17. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. This may be accomplished through a Field Order.
- 2.18. Uncovering & Correction of Work: The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of curing all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, Owner may do so instead of requiring its removal and correction, in which case a Change Order/Amendment will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- **2.19.** Change Order/Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders/Amendments to the contract shall be made in writing by the Owner.
- **2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner.
- **2.21.** Cancelation of Solicitation: Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- **2.22.** Compliance with Laws: Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.23. Confidentiality: All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the

public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.

- **2.24. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this Solicitation.
- 2.25. Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of work; (3) acceptance of work or, (4) for convenience terminated by either party with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation.
- **2.26. Employment Discrimination**: During the performance of any services per agreement with the Owner, the Contractor, by submitting a response, agrees to the following conditions:
 - 2.26.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - **2.26.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - **2.26.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.27. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343).
- **2.28.** Ethics: The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.29. Failure to Deliver: In the event of failure of the Contractor to deliver work in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the work from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.30. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- **2.31.** Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.32. Independent Contractor: The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.33. Nonconforming Terms and Conditions: A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- **2.34. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.35. Patents/Copyrights: The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- **2.36. Remedies**: The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- **2.37. Venue**: Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- **2.38.** Expenses: Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- 2.39. Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.40. Non-Appropriation of Funds: The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract shall be subject to, and must contain, a governmental non-appropriation of funds clause.
- 2.41. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place their own awards on their respective Contract/Purchase Orders through their Purchasing Office or use their Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate their specific delivery and invoicing instructions.
- 2.42. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.42.1. "Public Works Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

2.43. Definitions:

- **2.43.1.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.2. "Contractor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- **2.43.3.** "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

3. Specifications and Special Conditions & Provisions

3.1. General: The City of Grand Junction is accepting competitive pricing, from qualified and interested companies, to supply <u>crackfill material that meet the specifications listed in Section 3 "Specifications and Special Conditions"</u>.

It is estimated that 175,000 lbs. to be purchased for the City of Grand Junction's Crackfill Program. Delivery costs of the product to the City of Grand Junction must be included in the bid price.

3.2. Specifications:

It is anticipated that the City will make two separate orders for this product (one for spring and one for fall). Bidder shall guarantee and hold pricing for any and all orders throughout the 2020 calendar year.

NOTE: This purchase does not include mastic materials.

This specification is intended to describe a premixed, hot applied, polymer rubberized crackfill material that does not contain any vulcanized or reclaimed rubber, with the maximum weight per gallon not to exceed 10 pounds.

The requested material shall be designed for application (heating and/or reheating) for use in any hot-oil jacketed melter capable of constant agitation and equipped with a calibrated thermometer to monitor sealant temperature. The material must also be capable of being applied to cracks through the use of a pressurized wand.

<u>Acceptable Properties:</u> Per the attached spec sheet, the product bid is required, at a minimum to comply with the following conditions:

- (1. Penetration of any and all 1/4" or wider cracks over the entire application range of the material.
- (2. Requested material must contain ingredients or possess properties that will prevent it from being pulled loose or tracked by normal vehicle traffic within 30 minutes of application, at ambient temperatures of 85° or greater.
- (3. Each block of sealant shall be contained in fully meltable packaging, that shall when melted become part of the sealant. Each block shall have printed onto the block the manufacturer's name, product name, part number and production lot or batch number. Each pallet shall have an affixed weatherproof enclosure containing a copy of the manufacturers recommended application instructions.
- (4. Each individual block of sealant shall be legibly marked with the following:
 - -Manufacturer's Name
 - -Address
 - -Phone Number
 - -Sealant Type
 - -Part Number
 - -Lot Number
 - -Hazard Classifications
 - -Personal Safety Info
 - -Emergency Procedures
 - -Installation Instructions
 - -Heating & Application Guidelines
- (5. Material shall remain pliable over a wide range of conditions to allow placement of material during freezing ambient temperatures so long as pavement is warmed to 40°F or higher with a Hot Air Lance.
- (6. All material provided shall be accompanied with a "Certificate of Compliance", listing the lot number and certifying the supplied material meets the following minimum Technical specifications:

Cone Penetration: @ 77°F (ASTM D5329) 80 dmm max. Softening Point: (ASTM D36) 190°F min. Resilience: @ 77°F (ASTM D5329) 55% min. Flow: 140°F, 5hrs (ASTM D5329) 3 mm max. Tensile Adhesion: (ASTM D5329) 500% min. Ductility: @ 39.2°F, 1 cm/min. (ASTM D113) 30 cm min. Force Ductility: @ 39.2°F 4 lbs. max. Flexibility: @ -15°F, 90° bend, 2s over 1" mandrel no cracks Recommended Pour Temperature 380-400°F Maximum Heating Temperature 400°F

3.3. Owner's Project Manager:

The Project Manager and Technical Specialist, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Contractor. The Project Manager and Technical Specialist shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

3.4. Special Conditions & Provisions:

- 3.4.1 Materials Specifications Sheet: <u>Bidders shall supply materials</u> specifications sheets and MSDS (Material Safety Data Sheets) for all products proposed for bid, with their bid submittals.
- **3.4.2 Testing of Materials:** Prior to award of contract, the Owner reserves the right to require material testing by an independent laboratory at the expense of the vendor. The Owner will choose the testing laboratory.
- **3.4.3 Delivery Schedule:** All shipments shall be received no later than 30 days after Notice of Award is issued.
- 3.4.4 Delivery Location: All materials shall be delivered to the Municipal Services Campus, 333 West Avenue, Grand Junction, CO 81501.

 ****Please call before Dan Thorne 970-244-1571.
- **3.4.5 Price:** Pricing shall be all inclusive, to include, but not be limited to: labor, materials, shipping/freight, etc.

All prices shall be "F.O.B. Destination Freight Pre-Paid and Allowed". The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.4.6 Estimated Quantities: The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise

- stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities.
- **3.4.7 Minimum Order Quantities:** The bidder shall not establish a minimum order quantity for items under contract.
- **3.4.8 CONTRACT PERIOD:** The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the Owner for any contractual commitment in excess of the original contract period which is <u>the</u> 2020 calendar year.
- **3.4.9 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.
- B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- **3.4.10 Optional Years**: The Owner with the mutual agreement from the supplier shall have three (3) additional, one year renewal options to extend the contract based upon satisfactory performance and price stability. If the option for the renewal is exercised by the Owner, the Owner and the vendor may negotiate terms, conditions, and price. Orders placed for the option years are dependent upon the availability and actual appropriations of funds for that year.
- **3.4.11 Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:
- The purchase order number
- The name of the article and stock number
- The quantity ordered
- The quantity shipped
- The quantity back ordered
- The name of the vendor(s)
- **3.4.12 Brand Name or Equal:** Whenever in this bid invitation any particular materials, process, mechanism, and/or equipment are indicated, described or specified by patent, proprietary, or brand name, or by name of manufacturer, such

wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equal". Proof satisfactory to the Owner must be provided by Bidder to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements. The Owner has determined that the brand name, model name/numbers meets the specifications as stated in the solicitation documents. These manufacturer's references are not intended to be restrictive but descriptive of the type and quality the Owner desires to purchase. Bids for similar manufactured items of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The Owner reserves the right to determine products of equal value. Bidders will not be allowed to make unauthorized substitutions after award is made.

- **3.5. Contractor Bid Documents:** For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.
 - Contractor's Bid Form
 - Price Bid Schedule

3.6. IFB Tentative Time Schedule:

•	Invitation for Bids available	March 31, 2020
•	Inquiry deadline, no questions after this date	April 10, 2020
•	Addendum Posted	April 13, 2020
•	Submittal deadline for proposals	April 17, 2020
•	Contract execution (unless Council approval required)	April 24, 2020

3.7. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer duaneh@gjcity.org

4. Contractor's Bid Form

Bid Date:		
Project: IFB-4783-20-DH "Crackfill Materia	ji,	
Bidding Company:		
Name of Authorized Agent:		
Email		
Telephone	Address	
City	State	Zip
The undersigned Bidder, in compliance with General Contract Conditions, Statement of Withe location of, and conditions affecting the supplies, and to perform all work for the Project the prices stated below. These prices are Contract Documents, of which this Contractor	ork, Specifications, and any and proposed work, hereby propo ect in accordance with Contract to cover all expenses incurred in	all Addenda thereto, having investigated oses to furnish all labor, materials and Documents, within the time set forth and
The undersigned Contractor does hereby dec connection to any person(s) providing an offer all terms and conditions of the Instructions to which have been examined by the undersigned	r for the same work, and that it Bidders, the Specifications, an	is made in pursuance of, and subject to
The Contractor also agrees that if awarded the of the date of Notification of Award. Submitted Contractor will be prepared to complete the prepare	al of this offer will be taken by the	
The Owner reserves the right to make the formalities or technicalities and to reject any operiod of sixty (60) calendar days after closestablish a new thirty day (30) period.	r all offers. It is further agreed t	that this offer may not be withdrawn for a
Prices in the bid proposal have not knowingly	been disclosed with another pro	vider and will not be prior to award.
Prices in this bid proposal have been arrived the purpose of restricting competition. No attempt has been made nor will be to indirestricting competition. The individual signing this bid proposal certificand is legally responsible for the offer with regular purchases by the City of Grand Junctice 903544. The undersigned certifies that no Febrices. City of Grand Junction payment terms shall be Prompt payment discount of percendays after the receipt of the investment.	uce any other person or firm to es they are a legal agent of the o ard to supporting documentation on are tax exempt from Colorado ederal, State, County or Municip e Net 30 days. on to fithe net dollar will be offered	submit a bid proposal for the purpose of offeror, authorized to represent the offeror and prices provided. Sales or Use Tax. Tax exempt No. 98-bal tax will be added to the above quoted
RECEIPT OF ADDENDA: the undersigned Specifications, and other Contract Documents		eceipt of Addenda to the Solicitation
State number of Addenda received: _		
It is the responsibility of the Bidder to ensure a By signing below, the Undersigned agree to co		
Company:		
Authorized Signature:		
Title		

PRICE BID SCHEDULE: IFB-4783-DH Crackfill Material

Item	Unit	Description	Unit Price Per LBS.
1.	LBS.	Crackfill Material. Delivered per specifications, terms and conditions.	

Total Lump Sum Price Written:
Item 1:
By signing below, the Undersigned agree to comply with all terms and conditions contained herein.
Company:
Authorized Signature:
Title·



Purchasing Division

ADDENDUM NO. 1

DATE: April 14, 2020

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: Crackfill Material 2020 IFB-4783-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

- 1. Q. I have a question I would like to ask regarding this bid. Last year's award, IFB-4597-19-DH, listed the same specification but to our understanding was awarded to a product that did not meet the listed specs. Can a manufacture submit two different products, one meeting spec and one that would perform as well but not completely meet spec.?
 - A. Products submitted must meet or exceed the stated specifications.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Duane Hoff Jr., Senior Buyer City of Grand Junction, Colorado

4. Contractor's Bid Form

Bid Date: 4/16/2020									
Project: IFB-4783-20-DH "Crackfill Material"									
Bidding Company: Crafco, Inc.									
Name of Authorized Agent: N. Thomas Kelly									
Email bids@crafco.com									
Telephone 602-276-0406 Address 6165 W Detroit St									
City Chandler State AZ Zip 85226									
The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.									
The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion o connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all o which have been examined by the undersigned.									
The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.									
The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.									
Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.									
Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement fo the purpose of restricting competition. No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose or restricting competition. The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offero and is legally responsible for the offer with regard to supporting documentation and prices provided. Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98 903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices. City of Grand Junction payment terms shall be Net 30 days. Prompt payment discount of percent of the net dollar will be offered to the Owner if the invoice is paid within days after the receipt of the invoice.									
RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation Specifications, and other Contract Documents.									
State number of Addenda received:1									
It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged. By signing below, the Undersigned agree to comply with all terms and conditions contained herein.									
Company: Crafco, Inc.									
Authorized Signature: N. Thomas Kelly									
Tom Kelly / Vice President National Sales Manager									

PRICE BID SCHEDULE: IFB-4783-DH Crackfill Material

Item	Unit		Unit Price Per LBS.			
1.	LBS.	Crackfill Material. terms and condition		per	specifications,	\$0.4400

Total Lump Sum Price Written:								
Item 1: Seventy seven thousand & 00/100								
By signing below, the Undersigned agree to comply with all terms and conditions contained herein.								
Company: Crafco, Inc.								
Authorized N. Thomas Kelly								





DESCRIPTION DEERY 115 is a hot applied, single component, elastically modified composition of asphalt cement, virgin synthetic polymer and other modifiers. The sealant contains no solvent, is pre-reacted and conforms to the requirements of various modified ASTM standards. Material is tested for low temperature flexibility at -15°F (-26°C). VOC=0 g/l.

<u>USE</u> DEERY 115 is a moderately low viscosity pavement preservation sealant intended for highway, street and aviation applications for sealing longitudinal and transverse joints and random cracks in Asphalt or Concrete pavements where a free flowing material is desirable. Properly installed, DEERY 115 is an effective barrier against damage from debris and moisture infiltration into cracks and joints within regions experiencing moderate high and low pavement temperatures.

HEATING and APPLICATION Sealant shall be heated in a hot-oil jacketed melter capable of constant mechanical agitation and equipped with a calibrated thermometer to monitor sealant temperature. Material shall be heated to and maintained at the Recommended Application Temperature during use. Material can be cooled and then reheated, but only if prolonged heating is avoided. Prolonged heating at or above Recommended Application Temperature may severely damage product. If overheating damage occurs, immediately drain machine completely and refill with new material. DEERY 115 is pre-reacted and can be applied immediately after heating to Recommended Application Temperature. With pavement temperature at 40°F (4°C) or higher, place material into clean, dry crack or prepared reservoir by means of a hand-held pour pot, wheeled push bander or wand applicator. Squeegee any excess sealant tight to pavement surface. Pavement may be warmed to 40°F (4°C) or higher with a Hot Air Lance. For more details on heating and application, refer to the Installation Instructions- Hot Applied Sealant sheet which is included with each pallet of product. Specific Gravity of DEERY 115 sealant is 1.24.

PROPERTIES of DEERY 115 When sampled and heated to maximum heating temperature in accordance with ASTM D5167

<u>TEST</u>	<u>METHOD</u>	SPECIFICATION
Cone Pen	ASTM D5329	80 dmm max.
Softening Point	ASTM D36	190°F (89°C) min.
Workability		Penetrates 1/4" cracks
Resilience @ 77°F (25°C), 20 sec.	ASTM D5329	60% min.
Curing to traffic		30 minutes max.
Flow @ 140°F (60°C), 5hrs., 75° angle	ASTM D5329	1 mm max.
Tensile Adhesion	ASTM D5329	500% min.
Ductility @ 1 cm/min. @ 39.2°F (4°C)	ASTM D113	30 cm min.
Force Ductility @ 39.2°F (4°C)	Utah Test	4 lbs. (1.8 kg) max
Flexibility (1/8" x 1" x 6") 90° bend over		No Cracks @ -15°F (-26°C)
1.125" mandrel, 2 sec.		
Asphalt Compatibility	ASTM D5329	Pass
Recommended Application Temperature	ASTM D5167	380-400°F (193-204°C)*
Maximum Heating Temperature	ASTM D6690	400°F (204°C)

^{*}Temperature of product measured at pavement surface. Use highest Recommended Application Temperature in cool weather.

Packaging consists of individual boxes of product which are palletized into shipping units. Boxes are made from corrugated kraft board with a minimum rating of 44 ECT. Boxes contain a non-adherent film liner that permits easy removal of product from the box and quickly melts into the product during heating. Boxes use tape closure and do not contain any staples. Boxes are made from renewable resources and are fully recyclable. Pallets contain up to 75 boxes stacked in layers. Weight of product in boxes does not exceed 40 lbs. (18 kg). Pallet weights do not exceed 2880 lbs. (1310 kg). Pallets of product are weighed and sold by net product weight, not including weight of the boxes, pallet and outer wrapping. Boxes are labeled with the manufacturer, product name, product part no., product lot no., heating temperatures, safety information and use instructions. Palletized units are protected from the weather using a minimum 3 mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of 2 layers of 6 month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation instructions are provided with each pallet of product.

PERFORMANCE Temperature fluctuations, site conditions, surface preparation, traffic, installation technique, material selection, shape factor and surface treatment compatibility influence the effectiveness and useful life of Pavement Preservation treatments. Consider and monitor each element for optimum results. Purchaser and end user should determine applicability for use in their specific conditions.

<u>WARRANTY</u> Manufacturer warrants that these products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, manufacturer shall not be responsible for improperly applied or misused products. Remedies against manufacturer, as agreed to by manufacturer, are limited to replacing nonconforming product or refund (full or partial) of purchase price from manufacturer. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by manufacturer, whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow manufacturer recommendations for product installation.



6165 W. Detroit Street • Chandler AZ 85226 1-800-528-8242 • (602) 276-0406 • Fax (480) 961-0513 www.crafco.com FOR ADDITIONAL INFORMATION

Call:1-800-227-4059 toll free Email:<u>info@deeryamerican.com</u> Web: www.deeryamerican.com

^{*}Prolonged heating at or above Recommended Application Temperature may severely damage product.



SPECIFICATIONS
PLEXI-MELTTM PACKAGE

JANUARY 2016

6165 W Detroit St. • Chandler AZ 85226 +1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513 www.crafco.com

Product shall be supplied in 30 lb. (13.6 kg) completely meltable packages that are interlock stacked on pallets containing 2100 lb. (952 kg) of product. The individual packages and palletized unit shall not contain any cardboard components to open, empty, handle, or dispose of. Packages shall be labeled in accordance with OSHA, GHS and ASTM requirements. The packages and palletized unit shall be water and weather resistant and shall be able to be stored outside.

The individual packages of product shall be encased in a high-strength, low-density, protective covering that quickly melts into the product at normal use temperatures without affecting product installation characteristics or specification conformance.

The protective covering shall not weigh more than 0.50% of the product weight and shall have the following properties:

Thickness (ASTM D1777, 7.15 psi, 0.625 in. dia. presser)

Puncture Resistance (ASTM E 154)

Tensile Strength (ASTM D5035, cut strip, 2 in. /min)

Density (ASTM D792)

0.004-0.008 in. (0.10-0.20 mm)

75 lb. (334N) minimum

20 lb. /in. (35N/cm) minimum

0.50 g/cc maximum

PLEXI-melt™

Fast Melting Packaging!





Meltable Packaging for Mastic & Sealant Products

Benefits of PLEXI-melt

PLEXI-melt is an innovative high strength, low density, protective packaging used to contain Crafco hot-applied sealants and mastics that quickly and thoroughly melts into the material at normal operating temperatures without affecting product installation characteristics or specification performance.

- PLEXI-melt eliminates the need for traditional cardboard boxes or metal containers!
- Saves Money! The need for an extra crew member is eliminated!
- Shape of PLEXI-melt block melts 58% faster than traditional containers of mastic/sealant material
- Easy to handle! Simply add PLEXI-melt block directly into the melter
- Fast melting packaging is made from an extremely lightweight yet durable material
- Does NOT affect mastic/sealant specification
- Promotes Safety. Each PLEXI-melt package is labeled with OSHA and GHS requirements



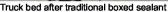
Benefits of using PLEXI-melt













Empty truck bed after PLEXI-melt



Packaging Details: Block weight 30 lbs. each • 70 blocks per pallet Pallet weight 2,100 lbs. net • Dimensions 12"W x 18"L x 3"H

More convenient to transport & store

Whether you are transporting a pallet or individual blocks, PLEXI-melt's low profile package makes it easier and safer for you to transport material to your job site(s).

- A full 10" shorter, a pallet of PLEXI-melt has a low profile and is easy to store
- PLEXI-melt packaging is both sun and waterresistant allowing it to be stored up to one year outdoors

Easy to Use

PLEXI-melt patented designed packaging allows users to drop the whole package into the melter, moving directly from the pallet to the melter, eliminating the time and labor needed to open cardboard boxes or metal containers, and remove the sealant/mastic. The PLEXI-melt packaging melts completely, preventing messy clogs and potential down time.

- No cardboard or metal contamination
- Environmentally friendly waste is eliminated

Block sizes work with all melters

It's ideal for all Crafco direct-fire or oil-jacketed melters and there's no need to purchase additional upgrades or equipment.

Does not affect the sealant

PLEXI-melt uses the smallest amount of meltable packaging available (less than 0.50% of total package weight). At Crafco, we formulate our high-quality material so that customer specifications are met or exceeded.

US Patent Nos. 9,919,854; 10,220,993 | Chinese Patent No. ZL201210364578.6 | Hong Kong Patent No. HK1183852

@2018 Crafco, Inc. June #A1020



CERTIFICATE OF LIABILITY INSURANCE

4/30/2020

DATE (MM/DD/YYYY) 4/14/2020

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.

	SUBROGATION IS WAIVED, subject his certificate does not confer rights to	to th	ne ter	ms and conditions of th	e polic	y, certain po	olicies may ı						
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14023510 City of Grand Junction City Officers and Employees 250 North 5th Street Grand Junction CO 81501						EXPIRATION	DATE THE	ESCRIBED POLICIES BE CANCELI EREOF, NOTICE WILL BE DE LY PROVISIONS.					
	Grand Junction CO 61301				AUTHO	RIZED REPRESE	NTATIVE	->Kelly					

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. 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.

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)

Solguim, 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 Crafco, Inc.

Resinall Corporation



CERTIFICATE OF LIABILITY INSURANCE

4/30/2021

DATE (MM/DD/YYYY) 4/16/2020

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).

tr	iis c	ertificate does not confer rights t	to the	e cert	ificate noider in lieu of st).			
PRODUCER LOCKTON COMPANIES							СТ				
3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042					PHONE FAX (A/C, No, Ext): (A/C, No):						
					E-MAIL ADDRESS:						
	866-260-3538							HIDED(S) AFFOR	RDING COVERAGE		NAIC#
									surance Company		22667
INSL	JRED	G C Y							Marine Insurance Co		20079
	725	7 Crafco, Inc. 2829 Lakeland Drive						ii riie and N	ratific ilisurance Co		20019
		Flowood MS 39232				INSURE	-				
		1 10W00d 1415 37232				INSURER D:					
						INSURE					
<u></u>	VEE	4050			- NUMBER 1400251	INSURE	RF:		DEVISION NUMBER.	3/3/	
		AGES CER S TO CERTIFY THAT THE POLICIES			ENUMBER: 1402351		N ICCUED TO		REVISION NUMBER:		XXXXXX
	_	ATED. NOTWITHSTANDING ANY RI	-							_	-
c	ERTI	FICATE MAY BE ISSUED OR MAY	PERT	ΓΑΙΝ,	THE INSURANCE AFFORDI	ED BY	THE POLICIE	S DESCRIBE	D HEREIN IS SUBJECT TO		
		JSIONS AND CONDITIONS OF SUCH		CIES. ISUBR		BEEN I	POLICY EFF	PAID CLAIMS. POLICY EXP			
INSR LTR		TYPE OF INSURANCE		WVD			(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	_	
Α	X	COMMERCIAL GENERAL LIABILITY	Y	Y	XSL G71233595		4/30/2020	4/30/2021	EACH OCCURRENCE	\$ 1,0	00,000
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,0	00,000
									MED EXP (Any one person)	\$ XX	XXXXX
									PERSONAL & ADV INJURY	\$ 1,0	00,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 6,0	00,000
	X	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 6,0	00,000
		OTHER:								\$	
Α	AU1	OMOBILE LIABILITY	Y	Y	ISA H25302333		4/30/2020	4/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,0	00,000
	X	ANY AUTO								\$ XX	XXXXX
		OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$ XX	XXXXX
		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		XXXXX
		7.01.00 0.121							(r or account)	\$ XX	XXXXX
В	X	UMBRELLA LIAB X OCCUR	Y	Y	42-UMO-302493-05		4/30/2020	4/30/2021	EACH OCCURRENCE	\$ 10.	000,000
		EXCESS LIAB CLAIMS-MADE							AGGREGATE		000,000
		DED RETENTION\$	1								XXXXX
A		KERS COMPENSATION		Y	WLR C66924208		4/30/2020	4/30/2021	X PER OTH-		
^	ANY	EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE	1		WER C00724200		4/30/2020	7/30/2021	E.L. EACH ACCIDENT	s 1.0	00,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. DISEASE - EA EMPLOYEE		
	If ve	s, describe under CRIPTION OF OPERATIONS below									00.000
		C Or Or Electricity below								- 1,0	

CERTIFICATE HOLDER CANCELLATION See Attachments

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

14023510

City of Grand Junction City Officers and Employees 250 North 5th Street Grand Junction CO 81501 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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Ergon Asphalt Holdings, LLC

Crafco, Inc.

Tricor Refining, LLC

Paragon Technical Services, Inc.

Paving Maintenance Supply, Inc.

Ergon Terminaling, Inc.

Ergon Oil Purchasing, Inc.

Ergon - Baton Rouge, Inc.

Ergon - Ironton, LLC

Ergon - Knoxville, Inc.

Ergon - St. James, Inc.

Ergon Moda St. James, LLC

Ergon - Texas Pipeline, Inc.

Ergon Acquisition Corp.

Ergon Foundation, Inc.

Ergon Securities, Inc.

Big Valley, LLC

Ergon Properties, Inc.

ISO Panels, Inc.

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Ergon Marine & Industrial Supply, Inc.

Ergon Trucking, Inc.

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Ergon Asia (Hong Kong) Limited

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Flowood Oil, LLC

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Ergon Production, Inc.

MSLATX Pipeline Company

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Lampton-Love, Inc.

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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.

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Ergon Construction Group, Inc. dba Ergon Maintenance Services

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TABB Management Services, LLC

Trinity Asphalts, Ltd.

BMR Transport, Inc.

Ergon Construction Group, Inc. dba ISO Panels, Inc.

Bryan & Bryan Trucking, LLC

Ergon Asfaltos México HC, LLC

Ergon México HC, LLC

Ergon Chemicals, LLC

Resinall Corporation

Industrial Transport, Inc.

Ergon-Frazier Development I, LLC

Diversified Technology, Inc.

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Telfer Pavement Technologies, LLC (Dissolved 2019)

Telfer Geosynthetics (Dissolved 2019)

Telfer Highway Technologies, LLC (Dissolved 2019)

Telfer Oil Company (Dissolved 2019)

Continental Western Transportation Co., Inc. (Dissolved)

Western States Asphalt of Montana, LLC

Western States Group, LLC