

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**PROFESSIONAL SERVICES CONTRACT**  
**C-08-490-01-27**

**THIS AGREEMENT** is made effective the 27<sup>th</sup> day of January, **2009**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** ("Surveyor").

**WITNESSETH:**

**WHEREAS**, the County requires surveying services for the "**Mile 5½ West Road & Mile 21 North Drainage (20.0 acre tract)**" located within **HIDALGO COUNTY PRECINCT No. 1** (the "**Project**"); and

**WHEREAS**, County has determined that the services of a Professional Surveyor are sometimes necessary to carry out the required surveying activities; and

**WHEREAS**, pursuant to Article 2254.002, (2) (A) "The Professional Services Procurement Act," Government Code, the County requested proposals from Professional Right of Way Surveyor to assist the County by providing surveying services; and

**WHEREAS**, the County has selected the Surveyor to provide surveying services within the County of Hidalgo, Texas through its procured approved Pool of Surveyors.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1.     **Scope of Services.** Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor."
2.     **Term.** This Contract becomes effective when fully executed by both parties and will

terminate upon completion of Project unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each work order.

3. **Compensation.** The maximum amount payable under this Contract shall not exceed **\$ 2,500.00 (See Attached Exhibit“ ”)** the amount agreed for each work order unless an amendment is executed as provided hereinafter. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress.** Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this

contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "C," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

11. **Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate upon completion of project.

14. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment

thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **Hold Harmless.** In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated,

or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. **Notices.** Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Surveyor: Quintanilla, Headley & Associates, Inc.  
Attn: Alfonso Quintanilla, President  
124 East Stubbs Streets  
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

22. **Execution of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

23. **Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. **Gender.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate


25. **Authority.** The execution and performance of this Contract by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS COURT ON \_\_\_\_\_, 2009.**

**APPROVED AS TO FORM:**  
Atlas & Hall, LLP

**COUNTY OF HIDALGO, TEXAS**

By:   
\_\_\_\_\_  
Stephen L. Crain, Attorney

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

**ATTEST:**

**SURVEYOR:**  
**Quintanilla, Headley & Associates, Inc.**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

By: \_\_\_\_\_

Printed Name: Alfonso Quintanilla

Title: President

**EXHIBIT “A”**  
**Services to be provided by**  
**County**

## **EXHIBIT "A"**

### **Hidalgo County Precinct No. 1 Mile 5 ½ West Road & Mile 21 North Road Drainage Surveying**

#### **Scope of services to be provided by the Owner**

#### **GENERAL**

The Owner will provide the following:

- (1) Authorization to begin work.
- (2) Payment for work performed by the **Surveyor**.
- (3) Provide any available relevant data on file concerning the project.

**EXHIBIT “B”**  
**Services to be provided  
by Surveyor**

## **EXHIBIT "B"**

### **Hidalgo County Precinct No. 1 Mile 5 ½ West Road & Mile 21 North Road Drainage**

**Legal Description: The South 20.0 acres of Lot 3, Block 77,  
Missouri-Texas Land & Irrigation Co's. Subdivision**

### **Surveying**

#### **Scope of services to be provided by the Surveyor**

1. Boundary surveying.
2. Prepare survey plat and a metes and bounds description.

# EXHIBIT “C”

## Work Schedule

## **EXHIBIT “C”**

### **Work Schedule**

**Hidalgo County Precinct No.1  
Mile 5 ½ West & Mile 21 North Drainage**

### **Surveying**

The Surveyor shall provide the deliverables for this work 20 days after the notice to proceed.

# EXHIBIT "D"

## Surveyor's Hourly Rates

**EXHIBIT "D"**

**Surveyor's Hourly Rates**

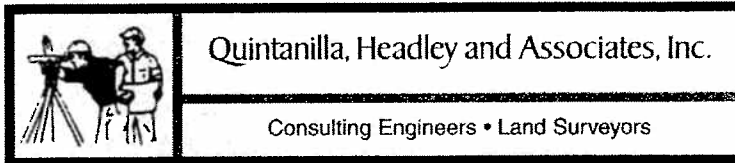
**Hidalgo County Precinct No. 1  
Mile 5 ½ West Road & Mile 21 North Road Drainage**

**Surveying**

A. Registered Professional Land Surveyor	\$ 150.00
B. Three Man Survey Crew	\$ 125.00
C. Computer Technician	\$ 85.00
D. Administrative	\$ 60.00
E. Research	\$ 50.00

**EXHIBIT “E”**  
**Estimated Lump**  
**Sum Amount**

- Municipal Projects
- Subdivisions
- Surveys



Alfonso Quintanilla, P.E., R.P.L.S.  
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

December 9, 2008

Ms. Leticia H. Saenz  
CPPB/Contracts Manager  
Hidalgo County Purchasing Department  
2812 S. Business Hwy. 281  
Edinburg, Texas 78539

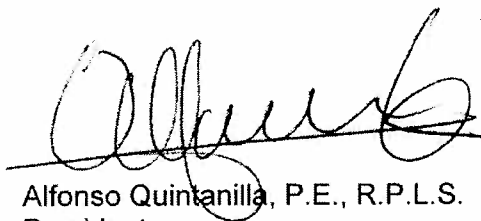
**Re: Hidalgo County Pct. No.1 – Mile 5 ½ West Road & Mile 21 North  
Drainage (20.0 acre tract) - Best and Final Offer**

Dear Ms. Saenz:

After careful review of the scope of work for the required professional surveying services for the boundary survey of the land for this project, Quintanilla, Headley and Associates, Inc.'s best and final offer for the professional services is in the amount of \$ 2,500.00.

I appreciate your consideration to this project. Should you have any questions or need additional information, please feel free to call me at (956) 381-6480

Sincerely,



Alfonso Quintanilla, P.E., R.P.L.S.  
President

**C. Presentation for discussion, consideration, acceptance, and approval of Invoice No. 08004 in the amount of \$ 7,500.00 from Leo L. Rodriguez Jr., dba Rodriguez Engineering, contracted engineer for the "Barrera Street Project" for Hidalgo County Precinct No. 1 and in connection to (Contract No. C-08-332-09-30).**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

**D. Presentation for discussion, consideration, acceptance, and approval of Invoice No. 08005 in the amount of \$ 2,554.76 from Leo L. Rodriguez Jr., dba Rodriguez Engineering, contracted engineer for the "Mile 16 from Mile 4 East to FM 1015" for Hidalgo County Precinct No. 1 and in connection to (Contract No. C-08-385-09-30).**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Surveying Services in connection with Hidalgo County Precinct No 1 for Mi 5 1/2 West Road @ Mi 21 North Drainage;**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

**B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of surveyors in connection with professional Surveying Services required for Hidalgo County Precinct No 1 for Mi 5 ½ West Road @ Mi 21 North Drainage;  
1st.Quintanilla, Headley & Assoc. 95pts.2nd.Rodriguez Engineering 90 pts  
3rd.J. E. Saenz 87 pts.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval to rank Quintanilla, Headley & Assoc. as #1, Rodriguez Engineering as #2 and J.E. Saenz as #3.

**C. Authority for the Purchasing Department to negotiate a professional Surveyor Services Contract with the No.1 ranked firm of  
Quintanilla, Headley & Assoc. for the provision of Surveying Services for Hidalgo County Precinct No 1 for Mi 5 ½ West Road @ Mi 21 North Drainage;**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval for Quintanilla, Headley & Associates.

**CERTIFICATE OF INSURANCE**

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder QUINTANILLA, HEADLEY & ASSOCIATES INC.  
 Address of policyholder 124 E STUBBS EDINBURG, TX 78539  
 Location of operations \_\_\_\_\_  
 Description of operations \_\_\_\_\_

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
90-63-2329-1L	Comprehensive Business Liability	03/30/2008	03/30/2009	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
				Each Occurrence \$ Aggregate \$
90-LN-5307-0	Workers' Compensation and Employers Liability	10-11-2008	10-11-2009	Part 1 STATUTORY Part 2 BODILY INJURY
				Each Accident \$ 100,000 Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
014 9630F14 53B	Auto Insurance	12/14/2008	12/14/2009	500/500/500

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

Name and Address of Certificate Holder

COUNTY OF HIDALGO

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

*[Signature]*  
 Signature of Authorized Representative  
 Agent \_\_\_\_\_ Date 12/10/2008  
 Title \_\_\_\_\_

Agent's Code Stamp

AFO Code 6720

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2008

PRODUCER  
GREG KLEMENT  
THE KLEMENT AGENCY  
P.O. BOX 820  
PROSPER TX 75078  
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Quintanilla, Headley & Associates, Inc.  
124 E. Stubbs Street  
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional E&O  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AE816091	09/19/2008	09/19/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP. (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

HIDALGO COUNTY  
EDINBURG TX 78541-

## CANCELLATION

AI 102756

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

