

## **Attachment B**

## ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

### Soils and Aggregate Section

Material Preparation Time (per hour).....	\$41.00
Atterberg Limits (each test).....	61.00
Sieve Analysis	
Dry through No. 40 (each test).....	55.00
Additional Sieves (each sieve).....	12.00
Percent Passing No. 200 Sieve (each test).....	42.00
Moisture Density Relationship	
Standard Proctor (each test).....	175.00
Modified Proctor (each test).....	185.00
TxDOT Proctor (each test).....	185.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (each test).....	22.00
Depth Test (each test).....	6.00
Wet Ball Mill (each test) .....	185.00
Determination of Optimum Lime Content	
PI Method – (each test) .....	275.00
Tex 121-E - (each test) .....	275.00
PH Method - (each test) .....	275.00
Additional Points (each point).....	75.00
California Bearing Ratio (each test).....	600.00
Additional Specimens (each specimen).....	150.00
Small Moisture Content of Aggregates and Base (each test).....	8.00
Large Moisture Content of Aggregates and Base (each test).....	35.00
Linear Shrinkage (each test) .....	65.00
pH (each test).....	70.00
Resistivity of Soils (each test) .....	85.00
Specific Gravity (each test).....	75.00
Unit Weight (each test).....	45.00
Soundness (each test) .....	425.00

### Bituminous Section

Material Preparation Time (per hour).....	\$44.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test).....	55.00
Additional Sieves (each sieve).....	12.00
Sand Equivalent (each test) .....	55.00
Extraction & Gradation, Percent Asphalt (each test).....	225.00
Asphalt Cores (each core).....	60.00
Thickness of Cores (each core).....	15.00
Theoretical Maximum Specific Gravity of Mixtures (each test) .....	60.00
Lab Density (each test).....	65.00
Effect of Water on Bituminous Paving Mixtures (each test) .....	75.00
Hveem Stability (each test).....	105.00
Coring Rig (per day).....	75.00
Asphaltic Concrete Design and Other Services .....	By Quote
Percent Passing No. 200 Sieve (per test).....	42.00

**Concrete Section**

Material Preparation Time (per hour).....	\$44.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test).....	18.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test).....	20.00
Volumetric (each test) .....	35.00
Concrete Cylinder Compressive Strength Test (each cylinder).....	16.00
Strip & Hold Cylinder (each cylinder).....	10.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam).....	30.00
Strip & Hold Beam (each beam).....	10.00
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core).....	25.00
Thickness of Cores (each core).....	15.00
Coring Rig (per day).....	75.00
Portland Cement Concrete Design or other services .....	By Quote

**Masonry Section**

Material Preparation Time (per hour).....	\$44.00
Grout Prism (each prism).....	24.00
Mortar Prism (each prism).....	24.00

**Soil Exploration and Geotechnical Services**

<b>Drilled Borings</b>	
In Soil, 0 – 50 feet (per foot).....	\$19.00
In Soil, 50 – 100 feet (per foot).....	22.50
In Rock .....	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (each test).....	12.00
Texas Cone Penetration Test (each test).....	20.00
Shelby Tube Sampling (each test).....	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)...	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment .....	By Quote
Trip Charge For Logger (each mile).....	0.60
Standby Time, Rig plus 2 man crew (per hour).....	200.00
Well Installation.....	By Quote
Technician To Log Soil Test Boring (per hour).....	48.00
<b>Field Coordination</b>	
Field Engineer (per hour).....	115.00
Utility Clearance (per hour).....	65.00
Flagman (per hour).....	41.00
Per Diem (If required) .....	Cost + 15%
Unconfined Compression (each test).....	40.00
Moisture Content (each test).....	9.00
Grout Backfill (per foot).....	4.00
Dozer/Clearing .....	Cost + 15%
Asphalt Pavement Coring (each core).....	100.00
Concrete/Asphalt Patch (per location).....	75.00

**Technician Services**

Soil Engineering Technician (per hour) (Min. 2 Hrs).....	\$41.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs).....	44.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs).....	44.00
Senior Engineering Technician (per hour).....	48.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour).....	48.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour).....	65.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs).....	85.00

**Other Services**

Vehicle Trip Charge (per trip) (within 25 miles of office).....	\$37.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.60
Other Testing Not Specified (Option 1) .....	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	48.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	40.00
Fax (per page).....	1.00
Photocopies	
8 ½" x 11" (per page).....	0.12
8 ½" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Microcomputers (per hour).....	5.00

**Professional Services**

Principal Engineer (per hour).....	\$125.00
Project Engineer (per hour).....	105.00
Staff Engineer (per hour).....	95.00
Graduate Engineer (per hour).....	85.00

**Project Management and Coordination of Services Provided**

Applied to each invoice of net services provided	
Project Management (per hour).....	\$67.00

**BASIC SERVICES AGREEMENT**

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every four reports.



February 13, 2013

Ms. Candace J. Armenta  
Program Coordinator I  
Urban County Program  
3304 W. Alberta Rd.  
Edinburg, Texas 78539

Subject: **Construction Materials Testing Services**  
Paving Improvements to Maro Street  
Sullivan City, Hidalgo County, Texas  
MEG Proposal No. 01-13-130M

Dear Ms. Armenta (CLIENT):

**Millennium Engineers Group, Inc. (MEG)** is pleased to submit this proposal for the subject project to offer our services for Construction Materials Testing as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The Best and Final offer for services on this project is **\$1,893.75**.

The estimate provided is preliminary in nature and is based upon our understanding of the project information provided to us. The cost is estimated without an understanding of the general contractor's construction schedule, construction sequence, scheduling, and changes in weather. Since it is difficult to provide an overall cost estimate for testing as indicated, we have provided a schedule of fees based upon the hourly and unit prices for our services. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the construction phase of this project. If there is any questions regarding the proposed scope of work please contact us at (956) 383-8522. Upon your authorization we will begin immediately on the services that you have requested. Please complete the attached *Project Information Sheet* in order for us to timely setup the project, prepare testing reports, and process monthly invoices.

Sincerely,  
**MILLENNIUM ENGINEERS GROUP, INC.**  
TBPE Firm No. F-3913

A handwritten signature in black ink, appearing to read "AP", is written over a light blue horizontal line.

Andres Palma, EIT  
Materials Testing Manager



## PROJECT INFORMATION

We understand that the proposed plans are for roadway construction of Maro Street. Our understanding is that our services will be needed for the roadway construction. Our involvement in the project is anticipated to include providing field and/or laboratory construction materials observation and testing during the duration of the project.

## SCOPE OF SERVICES

MEG will provide materials observation and testing services that are in general accordance with the project plans and specifications. The quantity of services required for construction materials testing during the construction phase of the project will be affected by the general contractors scheduling, sequencing, progress, and performance. Therefore our fee for construction material testing services will be based upon the provided unit and hourly rates. MEG's anticipated scope of services is as follows:

- Laboratory evaluation of Soils
- Field density and moisture evaluation of Soils
- Field observations and testing of Concrete
- Field observations of Masonry Construction and Reinforcing Steel, field testing and laboratory evaluation of Mortar and Grout
- Field observation of Steel Construction including Bolting, Welding, and Metal Decking
- Field observation and laboratory evaluation of Asphaltic Concrete Pavement used during Pavement Construction

Experienced inspectors and laboratory personnel will be provided for construction material testing services. All services will be performed under the direction of a Registered Professional Engineer in the State of Texas. Field testing and laboratory reports will be processed on an on-call basis by personnel that have been authorized to schedule testing and observation by our CLIENT. All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the *Project Information Sheet*. An original copy of the report will be sent on a monthly basis along with the project invoice.

## PROJECT ESTIMATE

The fees presented in this proposal and outlined in the *Unit Rate Sheet* section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the *Provisions* section of this proposal. The estimated fee for providing the above services on the project is as follows:



**SOILS**

Task	Qty.	Unit Rate	Estimated Cost
Field testing & observation (hourly)	7	41.00	287.00
Standard Proctor (each)	2	175.00	350.00
Atterberg Limits (each)	2	61.00	122.00
Sieve Analysis (-200)(each)			
Nuclear Density tests (each)	8	22.00	176.00
Vehicle trips (each)	3	37.00	111.00
Other:			
<b>Sub-Total (Soils)</b>			<b>1046.00</b>

**CONCRETE**

Task	Qty.	Unit Rate	Estimated Cost
Concrete testing & sample pickup (hourly)			
Compressive Strength Tests (each)			
Vehicle trips (each)			
Other:			
<b>Sub-Total (Concrete)</b>			

**MASONRY**

Task	Qty.	Unit Rate	Estimated Cost
Masonry testing & observation (hourly)			
Mortar compressive strength tests (each)			
Grout compressive strength tests (each)			
Vehicle Trips (each)			
<b>Sub-Total (Masonry)</b>			

**STRUCTURAL STEEL**

Task	Qty.	Unit Rate	Estimated Cost
Certified Welding Inspection (hourly)			
Vehicle Trips (each)			
<b>Sub-Total (Structural)</b>			

**ASPHALT**

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	3	44.00	132.00
Asphalt mix testing* (each)			
Nuclear Density Tests (each)			
Coring Rig (each)			
Asphalt Cores (each)	3	60.00	180.00
Asphalt Core Density (each)	3	35.00	105.00
Vehicle trips (each)	1	37.00	37.00
Other: Specific Gravity (each)	1	60.00	60.00
<b>Sub-Total (Asphalt)</b>			<b>514.00</b>

\*Asphalt mix testing includes extraction, gradation, theoretical max. specific gravity, and laboratory density.

**PROJECT MANAGEMENT AND ADMINISTRATION**

Task	Qty.	Unit Rate	Estimated Cost
Test Report (each)	5	30.00	150.00
Project Management (hourly)	1.25	67.00	83.75
Clerical (hourly)	2.5	40.00	100.00
<b>Sub-Total (Mgmt. &amp; Admin.)</b>			<b>333.75</b>

**Total Estimated Cost**

**\$1,893.75**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the Provisions section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.3 times the applicable unit rate.



## **SCHEDULE**

We request that our office be contacted at (956) 383-8522 at least 24 hours prior to the time our services are needed to allow for scheduling. Our services will be performed as directed by the CLIENT, at the rates presented herein.

The contractor is responsible for performing the work in accordance with the plans and specifications. Our testing & observations of the work does not relieve the contractor of their responsibility to perform the work properly and in accordance with industry standards. Prior to the start of construction and our services, we do request one (1) set of approved project plans and specifications with addendums when applicable. In addition, an on-site pre-construction meeting with all involved parties is highly recommended to our CLIENT to clearly specify the expectations, scope, and responsibilities of all involved parties.

## **GENERAL COMMENTS**

This proposal may be executed by signing the *Authorization for Professional Services* and returning a copy to MEG. Project initiation and set up may be expedited by emailing or faxing a copy of the signed *Authorization for Professional Services* to (956) 383-0295. The terms, conditions, and limitations stated in the *Provisions* section and section of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date. Please contact our office if you have any questions or comments about the proposal that has been prepared for your project.

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**PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.**

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## AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

Client: **City of Sullivan City**

Consultant: **Millennium Engineers Group, Inc.**

Signature: \_\_\_\_\_

Signature: [Signature]

Name/Title: \_\_\_\_\_

Name/Title: Andres Palma / Manager

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

Date: 2/13/13

Please address invoices to:	Please address deliverables and notices to: Same as invoices: Yes / No, address to:
ATTN:	ATTN:

All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the attached *Project Information Sheet*. This proposal may be executed by signing the *Authorization for Professional Services* and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed *Authorization for Professional Services* to (956) 383-0295. Please mail original copies to:  
 Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

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**PLEASE SIGN AND RETURN THIS SHEET FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.**

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## MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

- 1. AUTHORIZATION TO PROCEED**  
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.
- 2. TECHNICIAN SERVICES**  
MEG will charge overtime at the rate of 1.3 applicable for technician services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, portal to portal. Fractions of hours will be billed as whole hours.
- 3. PROJECT MANAGEMENT**  
Project management will be billed for coordination and management of project and personnel.
- 4. SCOPE OF SERVICES**  
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequently issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.
- 5. OUTSIDE SERVICES**  
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.
- 6. COST ESTIMATES**  
Any cost estimate provided by MEG will be on a basis of experience and judgment, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MEG cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.
- 7. PROFESSIONAL STANDARDS**  
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.
- 8. TERMINATION**  
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
- 9. LEGAL EXPENSES**  
In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.
- 10. PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**  
Monthly invoices will be issued by MEG for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.
- 11. LIMITATION OF LIABILITY**  
MEG's total cumulative liability to the CLIENT of MEG, it's subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement or \$25,000, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.
- 12. ADDITIONAL SERVICES**  
Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.
- 13. SALES TAX**  
In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.



**14. TERMINATION FOR NON-PAYMENT OF FEES**

MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

**15. INDEMNIFICATION**

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**16. DELAYS AND FORCE MAJEURE**

If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

**17. DATA AND INFORMATION**

CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

**18. INTELLECTUAL PROPERTY**

MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

**19. INFORMATION MANAGEMENT**

CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

**20. ON-SITE RESPONSIBILITIES AND RISKS**

Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

**21. CONSTRUCTION OBSERVATION AND TESTING**

MEG does not guarantee the performance of, and shall have no responsibility for, the acts or omissions or health and safety procedures of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained MEG to provide exhaustive or continuous project review and observation services. It is our understanding that testing will be scheduled by the CLIENT and MEG does not assume the responsibility for assuring all required tests are performed. The CLIENT understands that observation and testing are discrete sampling procedures, and that such procedures indicate conditions only found at the depth, location, and time the procedures were performed. The CLIENT understands that observation and testing are conducted to reduce and not eliminate project risk. The CLIENT agrees to the level or amount of testing performed and the associated risk. MEG shall not be responsible for the quality and completeness of CLIENT's contractor's work or their adherence to the project documents, and MEG's performance of testing and observation services shall not relieve the CLIENT's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

**American Association of State Highway and Transportation Officials  
AASHTO Accreditation Program - Certificate of Accreditation**

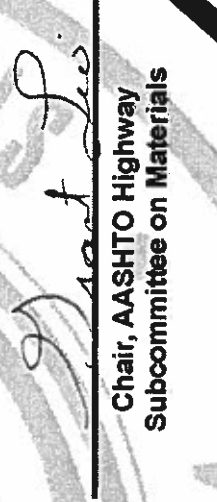
This is to signify that

**Millennium Engineers Group, Inc.  
Edinburg, Texas**

has demonstrated proficiency for the testing of construction materials and has met the minimum requirements in AASHTO R18 set forth by the AASHTO Highway Subcommittee on Materials.

The scope of accreditation can be obtained by viewing the AAP Directories of Accredited Laboratories ([www.amrl.net](http://www.amrl.net)) or by contacting AMRL.

  
Executive Director

  
Chair, AASHTO Highway  
Subcommittee on Materials



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**PROJECT INFORMATION SHEET  
CONSTRUCTION MATERIAL TESTING SERVICES**



Project Name: \_\_\_\_\_

Client Project No: \_\_\_\_\_ Purchase Order No: \_\_\_\_\_

**Invoicing**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Form of Delivery:  mail  e-mail  fax

**Contacts & Report Distribution**

**Owner:**

Contact: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Architect:**

Contact: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**General Contractor:**

Contact: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Civil Engineer:**

Contact: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Structural Engineer:**

Contact: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Client Representative:**

Contact: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Personnel Authorized to Request Services:** \_\_\_\_\_

Authorized by: \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Millennium Engineers Group, Inc.</b>	
	Business name/disregarded entity name, if different from above <b>Same as above</b>	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) <b>P.O. Box 4569</b> City, state, and ZIP code <b>Edinburg, Texas 78540</b>	Requester's name and address (optional) <b>Hidalgo County</b> <b>2812 S. Business 281</b> <b>Edinburg, Texas 78539</b>
List account number(s) here (optional) <b>Not Applicable</b>		

<b>Part I Taxpayer Identification Number (TIN)</b>																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">4</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">6</td> <td style="width: 20px; height: 20px; text-align: center;">6</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">4</td> </tr> </table>	Social security number																		Employer identification number									7	4	-	2	9	9	6	6	8	4
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶  Date ▶ <b>2/12/2013</b>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Commercial Certificate of Insurance



**FARMERS**

Agency  
 Name • Sergio Rodriguez  
 & • 932 W NOLANA RD STE A  
 Address • Pharr, Tx 78577  
 • 956-782-5566

Issue Date (MM/DD/YY) 02/12/13

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 shown below.

St. 19 Dist. 42 Agent 323

**Companies Providing Coverage:**

Insured  
 Name • Millennium Engineers Group, Inc.  
 & • 705 Dawson Dr  
 Address • Edinburg, Tx 78539

- Company A Truck Insurance Exchange  
Letter
- Company B Farmers Insurance Exchange  
Letter
- Company C Mid-Century Insurance Company  
Letter
- Company D \_\_\_\_\_  
Letter

**Coverages**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
D	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	B 2066374566	11/22/12	11/22/13	General Aggregate Products-Comp/OPS Aggregate \$ 2,000,000 Personal & Advertising Injury Each Occurrence \$ 1,000,000 Fire Damage (Any one fire) \$ 1,000,000 Medical Expense (Any one person) \$ 100,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit \$ Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ Garage Aggregate \$
	Umbrella Liability				Limit \$
D	Workers' Compensation and Employers' Liability	72-WEC GY 880	10/16/12	10/16/13	Statutory Each Accident \$ 100,000 Disease - Each Employee \$ 100,000 Disease - Policy Limit \$ 100,000

**Description of Operations/Vehicles/Restrictions/Special items:**

Certificate holder is named as additional insured on General Liability Auto. Liability when required by written contract and waiver of subrogation provided on General Liability, auto liability & workers compensation when required by written contract.

**Certificate Holder**

Name • Hidalgo County  
 & • 2812 S. Business 281  
 Address • Edinburg, Texas 78539

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Sergio Rodriguez  
 Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/13/2013

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 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).


<b>PRODUCER</b> <b>STATE FARM INSURANCE</b> <b>ROBERT R ELIZALDE</b> <b>5107 S MCCOLL RD</b> <b>EDINBURG, TX 78539</b>	<b>CONTACT NAME:</b> Iliana Perez <b>PHONE (A/C No. Ext):</b> 956-683-9800 <b>FAX (A/C No.):</b> 956-683-9810 <b>E-MAIL ADDRESS:</b> ILIANA@ROBERTELIZALDE.COM													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Mutual Automobile Insurance Company	25178	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> <b>MILLENIUM ENGINEERS GROUP, INC</b> <b>PO BOX 4569</b> <b>EDINBURG, TX 78540</b>														

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> Primary and Non-Contributory GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			159 6511	08/09/2012	06/09/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION'S						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> Hidalgo County 2812 S. Business 281 Edinburg, Texas 78539	<b>CANCELLATION</b> 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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2013

PRODUCER (201)262-1200 FAX: (201)262-7810  
 Fenner & Esler  
 467 Kinderkamack Road  
 P. O. Box 60  
 Oradell NJ 07649-0060

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  
 Millennium Engineers Group, Inc.  
 705 Dawson Drive  
 PO Box 4569  
 Edinburg TX 78539

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty Company

20443-

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 LTR / INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 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 AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER Professional Liability</b>	MCH28 836 48 72	12/12/2012	12/12/2013	Per Claim Limit \$1,000,000 Aggregate Limit \$2,000,000
FULL PRIOR ACTS					

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

## CERTIFICATE HOLDER

Hidalgo County  
 2812 S. Business 281  
 Edinburg, TX 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

Timothy Esler/JEAN