

**PROFESSIONAL SERVICES CONTRACT
(Environmental Services)**

This Professional Services Contract (“Contract”) effective this 31 day of March, 2011, by and between Galveston Housing Authority, (“GHA”) and Bay Environmental, Inc., (the “Consultant”), whereby the Consultant agrees to provide GHA with certain professional services as described herein and GHA agrees to pay the Consultant for those services.

**ARTICLE I
Scope of Services**

- 1.01 In consideration of the compensation stated in Section 2.01, the Consultant agrees to provide GHA with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Conduct a Phase I and limited Phase II Environmental Assessment of improved and un-improved parcels of land, for acquisition with rehabilitation or new construction of single family housing within the city of Galveston, Texas (the “Project”)

**ARTICLE II
Payment**

- 2.01 Payments on account of the Consultant’s services properly performed shall be made monthly, upon submission of the Consultant’s original signed invoice and the delivery of an original, certified environmental report, which shall be based in accordance with the payment schedule set forth in **Exhibit “B”**.

**ARTICLE III
Time of Performance**

- 3.01 The Consultant shall complete the professional services within the times set forth below. The Consultant shall be properly licensed in Texas and shall exercise a degree of care and diligence in the performance of all services under this Contract in accordance with the ordinary professional standards prevailing among environmental consultants in the location of the Project and all of the professional services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work but in no event shall the delivery of each environmental report exceed fourteen (14) days from the date of the transmission of each property address unless Consultant provides written justification for additional time prior to the proposed date of delivery. Any subconsultants to Consultant shall be held to the same licensing and standard of care requirements as set forth herein.
- 3.02 GHA shall provide Consultant with an assignment of no fewer than three (3) sites at any given time. GHA does not have the ability to control title and will not guaranty that each site has a single owner. This is not a minimum service contract. In the event GHA does not have multiple sites for assignment or has knowledge of multiple ownership, GHA shall not be required to assign any work to Consultant.

- 3.03 All environmental work and other professional services provided under this Contract must be completed no later than sixty (60) days after the last property has been contracted but no later than March 31, 2012.
- 3.04 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the time specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for GHA to approve in writing, a detailed schedule for the performance of the Consultant's services, for GHA's approval. The time limits established by this schedule, over which Consultant has control, shall not be exceeded without written approval from GHA.
- 3.05 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's consultants under the terms of this Contract and any other environmental review and assessment services that are normally or customarily furnished and reasonably necessary for the Project.. The Consultant may contract and employ consultants necessary for the completion of the Project, only if such consultants shall be licensed as required by the State of Texas and approved in advance in writing by GHA.
- 3.06 The Consultant shall designate a principal of the firm reasonably satisfactory to GHA who shall, so long as employed by Consultant and acceptable to GHA, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by GHA, prior to replacement.
- 3.07 Consultant shall be responsible for the completeness and accuracy of all environmental reports submitted by or through Consultant and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.08 Consultant's opinion of the environmental assessment for each property shall represent the Consultant's best judgment as a Consultant professional familiar with the appraisal industry.

ARTICLE IV Applicable Laws

- 4.01 The Consultant shall fully investigate all applicable Local, State, and Federal rules, regulations, and standards relating to the review, analysis and assessment of property.
- 4.02 **THE CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GHA AND ITS OFFICERS, DIRECTORS, TRUSTEES, AGENTS, VOLUNTEERS, INVITEES AND EMPLOYEES FROM ALL FINES, FEES, LOSSES, CAUSES OF ACTION, ADMINISTRATIVE PENALTIES, REMEDIAL MEASURES, AND LOSSES OF ANY KIND ARISING OUT OF OR RELATED TO CONSULTANT'S FAILURE TO ADHERE TO ANY OF THE APPLICABLE LAWS, CODES, STANDARDS, RULES, REGULATIONS, ORDINANCES OR OTHER SUCH REQUIREMENTS.**

ARTICLE V
Change Orders, Documents & Materials

- 5.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of GHA.
- 5.02 **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in Article 2 of this Contract shall be made and approved by GHA prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and GHA respecting any service provided or to be provided hereunder by the Consultant, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.
- 5.03 The Consultant shall furnish GHA plans and specifications and other “deliverables” as set forth in Exhibit “A”. The Consultant shall provide copies of any other relevant documents used or prepared by the Consultant. The foregoing documentation, the Consultant’s work product, and other information in the Consultant’s possession concerning the Project shall be the property of GHA from the time of payment therefor.

ARTICLE VI
Standards of Performance

- 6.01 As a licensed environmental professional, the Consultant warrants that the information provided by the Consultant reflects the applicable professional and industry standards, procedures, and performances.
- 6.02 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of GHA. The Consultant and its employees are not the agents, servants, or employees of GHA. As an independent contractor, the Consultant shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by GHA, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the professional services. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subconsultants, and GHA shall have no control of or supervision over the employees of the Consultant or any of the Consultant’s subconsultants.
- 6.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subconsultants, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that GHA shall not be liable or responsible for the negligence of the

Consultant, its officers, employees, agents, subconsultants, invitees, licensees, and other persons.

6.05 Indemnity. THE CONSULTANT AGREES TO INDEMNIFY, SAVE, PROTECT, DEFEND, AND HOLD HARMLESS GHA, AND ITS DIRECTORS, MEMBERS, OFFICERS, VOLUNTEERS, INVITEES AND EMPLOYEES (“INDEMNIFIED PARTIES”) FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEY’S FEES, BY REASON OF ANY SUITS, CLAIMS, DEMANDS OR JUDGMENTS ARISING OUT OF OR IN CONNECTION WITH CONSULTANT’S NEGLIGENCE AND/OR PERFORMANCE OF THIS CONTRACT. All obligations as set forth in this Section 7.05 shall survive completion of or the termination of this Contract.

6.05.01 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 6.05, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

ARTICLE VII Insurance

7.01 The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth on Exhibit “C”.

ARTICLE VIII Use of Reports and Other Documents

8.01 The environmental report and other documents prepared by the Consultant and Consultant’s consultants for this Project shall become the property of GHA whether the Project is completed or not. GHA shall be furnished and permitted to retain reproducible copies of Consultant’s report and documents.

8.02 In the event of termination of this Agreement for any reason, GHA shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

**ARTICLE IX
Termination**

- 9.01 GHA may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.
- 9.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the terms of this Contract, GHA has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice to cure all defaults under and causes for termination of this Contract. In the event the Consultant fails to commence and continue to cure said defaults and causes within said five day period, GHA may, at its sole discretion, terminate this Contract. In the event of termination under this Paragraph 9.02, the Consultant will be compensated for the services satisfactorily performed before the termination date.
- 9.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to GHA for damages sustained by GHA because of any breach of contract and/or negligence by the Consultant. GHA may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due GHA from the Consultant is determined and paid.

**ARTICLE XI
Miscellaneous Terms**

- 10.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Galveston County, Texas.
- 10.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

Galveston Housing Authority:

Galveston Housing Authority
Attn: Director, Real Estate Services
4700 Broadway
Galveston, Texas 77551

Consultant:

Bay Environmental, Inc.
Attn: _____
8839 Knight Road
Houston, TX 77054

- 10.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 10.04 This Contract represents the entire and integrated agreement between GHA and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 10.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of GHA.
- 10.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 10.07 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, local ordinances and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 10.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 10.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 10.10 Any delays in or failure of performance by Consultant shall not constitute a default under this Contract if such delays or failure of performance are caused by occurrences beyond the control of Consultant including but not limited to: acts of God or the public enemy; act of war, terrorism or sabotage or damages resulting therefrom; compliance with an order of a governmental authority; fire, floods, explosions, accidents, riots, strikes or other concerted acts of workmen. Consultant's scheduled completion date shall be adjusted to account for any such force majeure delay. If Consultant believes such force majeure event will result in the performance of additional services, such additional services will be subject to the provisions of Article VI and as otherwise provided herein as to approvals for additional services.
- 10.11 The Consultant and GHA desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

10.12 Notice of Indemnification. GHA and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

Galveston Housing Authority

By: Harish Krishna
Printed Name: HARISH KRISHNA
Title: _____
DST

Bay Environmental, Inc.

By: SRW
Printed Name: STEPHEN R. WEN
Title: PRESIDENT

Exhibit "A"

Scope of Services

The Offeror will collect and analyze all pertinent data in accordance with the TDHCA Guidelines, HUD Regulations and other applicable State and Federal Regulations governing the work. The Offeror will also provide complete documentation for each assessment along with proper analysis. Assessment must be submitted in standard format and will be requested as needed through the term of the Contract. The Phase I Assessment must be conducted using current American Society for Testing and Materials (ASTM) standard practices including records review, site reconnaissance, interviews and report to identify recognized environmental conditions. The assessment shall also use accepted industry standards to determine if the parcels contain, in accessible areas, conditions, materials, equipment or installations similar to but not limited to the following:

Asbestos Containing Materials (ACM)

Category I Non-Friable

Category II Non-Friable and Friable

Urea Formaldehyde in foam insulation Materials

Jurisdictional or Wetlands

Lead-containing Paint

Lead in Drinking Water

Radon Gas

Limited Phase II Assessment shall include, but is not limited to the costs for collection and analysis of the following conditions:

ACM's

Urea Formaldehyde

Jurisdictional or Wetlands areas

Lead-containing Paint

Lead in Drinking Water

Radon Gas

The final report must include findings and recommendations, but is not limited to the following:

Executive Summary

Introduction

Property Description and Physical Setting

Property Usage

Environmental and Regulatory Review

Reconnaissance Findings

Additional Services if applicable

Summary and Conclusion

Recommendations

Warranty

The processing time for each assessment should not exceed fourteen (14) days from the date the Offeror is directed to proceed. Some assessment may require expedited turnaround of less than 7 days.

All assessments must be promptly delivered to the attention of:

Samson Babalola
Assistant Development Coordinator
4700 Broadway
Galveston, Texas 77551

An electronic copy of each assessment should be emailed to Samson Babalola at adc@ghatx.org. Offeror hereby agrees to discuss and clarify agency observations and that these discussions will not be considered conferences and that no additional compensation shall be expected. If, after such discussions revisions are warranted, the Offeror agrees that a supplemental report will be furnished at no additional charge.

The Offeror must comply with all federal, state, and local laws and ordinances which may be applicable to the nature and scope of the work involved, including civil rights assurances. Specifically, the Offeror must comply with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 Code of Federal Regulations, Part 8). ~~The Offeror must agree to execute without reservation, the appraisal certificate, as set out in the Appraisal Report).~~ *SRV*

The Environmental Consultant must adhere to the Phase I and Limited phase II environmental assessment standards/practices as required to conform to applicable rules and regulation governing the work.

Exhibit "B"

Environmental Assessment Unit Price - Phase I		
Provide costs based on standard HUD requirements and ASTM Standard requirements as listed in Publication E-1527-05, including obtaining and reviewing a Chain-of-Title. Assume these will be individual assignments and reports will be due within 2 weeks. Typical scenarios include the following. Offeror's fees shall be negotiable.		
Improved Parcels		
Single family (1 residence)		\$1,250.00
Single family (5 residences)		\$1,250.00
Multi-family (2 residences)		\$1,250.00
Multi-family (10 residences)		\$1,250.00
Commercial (1 acre, vacant 1 story bldg, 20,000 sq ft)		\$1,250.00
Unimproved Parcels – Vacant Land		
1 parcel (>0.5 acre)		\$1,250.00
5 parcels (>0.5 acre each)		\$1,250.00
1 parcel (10 acres)		\$1,250.00
Phase II ESA Unit Prices		
Asbestos-containing material surveys – include sample collection, photographic documentation, floor plan with sample location and report		
1 residential structure (up to 2,500 sq ft)		\$380.00
1 residential structure (<2,500 sq ft)		\$380.00
1 commercial structure (up to 40,000 sq ft)		\$1,500.00
Bulk sample analysis by PLM (3 days TAT)		\$12.00
Bulk sample analysis by PLM/Point Count (24 Hr TAT)		\$30.00
Lead-based paint surveys – include sample collection, photographic documentation, floor plan with sample location and report		
1 residential structure (up to 2,500 sq ft)		\$560.00
1 residential structure (<2,500 sq ft)		\$560.00
1 commercial structure (up to 40,000 sq ft)		\$1500.00
Bulk sample analysis by AA (3 days TAT)		\$14.00
Bulk sample analysis by PLM (24 Hr TAT)		\$20.00
Wetland Delineation and report including GPS survey (submeter accuracy), GIS mapping and USACE data forms per USACE Guidelines.		
Vacant unimproved land (1 acres)		(Not to Exceed \$3,000.00)
Vacant unimproved land (10 acres)		(Not to Exceed \$7,000.00)
Radon Testing and Sampling		
Sample collection and Analysis (Each sample)		\$150.00

Exhibit "C"

Insurance Requirements

Offerors shall provide evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Offerors shall furnish the Galveston Housing Authority (GHA) with certificates of insurance showing that the following insurance is in force and will insure all operations under this RFP, and name the Galveston Housing Authority (GHA) as an additional insured. Required insurance levels are as follows:

- Workers' compensation in accordance with the State of Texas rules and regulations.
- General liability insurance with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect offeror against claims of bodily injury or death and property damage to others. If offeror has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.
- Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.
- Professional Errors and Omissions insurance of no less than \$1,000,000.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. Offeror shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty (30) day's prior written notice has been given to the Galveston Housing Authority (GHA).

Exhibit "D"

Certificate(s) of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2011

PRODUCER an Madeley Insurance & Financial Services 16225 Park Ten Place, #500 Houston, TX 77084	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Bay Environmental, Inc. 8839 Knight Rd. Houston, TX 77054	INSURER A: Progressive County Mutual Insurance Co.	
	INSURER B: ROCKHILL INSURANCE CO.	
	INSURER C: TEXAS MUTUAL INSURANCE CO.	
	INSURER D:	
	INSURER E:	

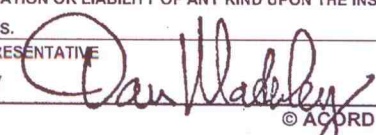
COVERAGES

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Add'l. Insr'd. <input checked="" type="checkbox"/> Blanket Waiver of Subrog. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	R PKG E 001400 Includes: Professional Liability Contractors Pollution	01/17/11	01/17/12	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	04686866	11/21/10	05/21/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	R UM E 00201	01/17/11	01/17/12	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP000112839 Includes: Blanket Waiver of Sub.	01/17/11	01/17/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

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

Certificate holder is named as Additional Insured on the general liability policy as required by written contract. A waiver of subrogation in favor of the certificate holder exists on the general liability and workers compensation policies as required by written contract. This insurance is primary and non-contributory.

CERTIFICATE HOLDER Galveston Housing Authority 4700 Broadway Galveston, TX 77551	CANCELLATION 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 Dan Madeley 
--	---