
DEPARTMENT OF
PUBLIC WORKS

GOVERNMENTAL CENTER

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS



AGENDA: SEPTEMBER 22, 1998 #C0291

COUNTY OF SANTA CRUZ

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

(831) 454-2160

FAX (831) 454-2385

September 11, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: CONTRACT AGREEMENT WITH PHILIP SERVICES CORPORATION

Members of the Board:

Attached for your consideration is a contract with Philip Services Corporation for transportation, recycling, and disposal services for the County Household Hazardous Waste Program. Philip Services Corporation has been performing this service for the County since winter 1996, when they were selected through a request for proposal process. They have been performing an exceptional service to the County's Household Hazardous Waste Program with no increase in unit costs since their initial contract in winter 1996.

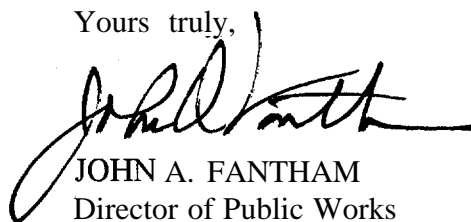
The contract is for an amount not to exceed \$85,000, and the funds have been approved by your Board in the 1998/99 fiscal year budget.

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the Independent Contractor Agreement for environmental laboratory services with Philip Services Corporation for an amount not to exceed \$85,000.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

3. Direct the Clerk of Board to return the executed agreement to Public Works for further processing.

Yours truly,

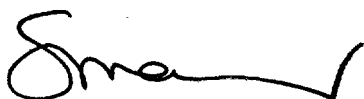


JOHN A. FANTHAM
Director of Public Works

BPK:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

000293

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: PUBLIC WORKS

[Handwritten Signature]

(Signature)

9-8-98

(Dept.)

(Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
PHILIP ENVIRONMENTAL
3909 PARK ROAD, SUITE D, BENICIA, CA 94510 (Name & Address)

2. The agreement will provide TREATMENT AND RECYCLING SERVICES FOR COUNTY HOUSEHOLD
HAZARDOUS WASTE COLLECTION PROGRAM TO INCLUDE PROFILING, TREATMENT, AND
RECYCLING OF WASTES, TRANSPORTATION, AND TECHNICAL SERVICES.

3. The agreement is needed BECAUSE THE WORK CAN BE HANDLED MOST EXPEDITIOUSLY BY CONTRACT.

4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 1999

5. Anticipated cost is \$ 85,000.00 ~~XXXXXXXXXXXXXXXXXXXX~~; Not to exceed)

6. Remarks: CONTRACT \$85,000; 7% OVERHEAD \$5,950; TOTAL \$90,950

7. Appropriations are budgeted in 991416-³⁴⁷⁵~~3475~~-P00401 (625115) (Index#) 3475 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 81377 Date 9/9/98
are not will be
GARY A. NUTSON, Auditor-Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the DEPARTMENT OF PUBLIC WORKS

(Agency).
County Administrative Officer

Remarks: BY [Signature] Date 9/14/98
(Analyst)

Agreement approved as to form. Date _____

BPK:mg

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

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Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____ 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PHILIP SERVICES CORPORATION hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: PROVIDE TREATMENT AND RECYCLING SERVICES FOR THE COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES TO INCLUDE WASTE PROFILING AND APPROVAL SERVICES, TRANSPORTATION MANIFESTING, WASTE DISPOSAL, RECYCLING AND TREATMENT, AND TECHNICAL ASSISTANCE. SEE ATTACHMENT 1 FOR SCHEDULE OF CHARGES.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: PAYMENTS IN ACCORDANCE WITH ATTACHED SCHEDULE OF FEES AND SERVICES FOR DUTIES OUTLINED IN ATTACHMENT 1 OF THIS AGREEMENT NOT TO EXCEED \$85,000.

3. TERM. The term of this contract shall be: FROM BOARD APPROVAL TO JULY 1, 1999.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR at its sole cost and expense, for the full term of

this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail

coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:
 BRIAN KENNEDY
 DEPARTMENT OF PUBLIC WORKS
 701 OCEAN STREET
 ROOM 410
 SANTA CRUZ, CA 95060.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

BRIAN KENNEDY
 DEPARTMENT OF PUBLIC WORKS
 701 OCEAN STREET
 ROOM 410
 SANTA CRUZ, CA 95060.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following

requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to

be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the

instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

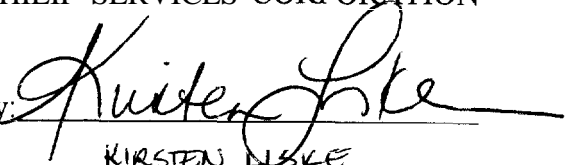
14. ATTACHMENTS. This Agreement includes the following attachments:
SCHEDULE OF CHARGES

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR
PHILIP SERVICES CORPORATION

By: _____
Director of Public Works

By: 
KIRSTEN DOBLE
Address: 3909 PARK ROAD, SUITE D
BENICIA, CA 945 10

Telephone: 800 947 7701

APPROVED AS TO FORM:

By:  9/9/98
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

BPK:mg

HHM

APPENDIX 2

Santa Cruz County Department of Public Works
Transportation and Disposal Pricing

Name of Company Bidding: Philip Services Pricing Revised for Amendment 7/1/98

LAB PACK**DESTRUCTIVE INCINERATION - PROPOSED DISPOSAL FACILITY: See Section 1.5**

Liquid - 55 Gal	\$ 320 ea.
Solid - 55 Gal	\$ 320 ea.

TREATMENT - PROPOSED DISPOSAL FACILITY: See Section 1.5

Liquid - 55 Gal	\$ 220 ea.
Solid - 55 Gal	\$ 220 ea.
Oxidizers - 55 gal	\$ 220 ea.
Reactives	\$ 9.00 per pound excluding packing material \$40 per drum minimum

DIRECT LANDFILL PROPOSED DISPOSAL FACILITY: See Section 1.5

55 Gal	\$ 140 ea.
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RECYCLE HOUSEHOLD BATTERIES PROPOSED DISPOSAL FACILITY: See Section 1.5

55 Gal	\$ 265 ea.
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BULK WASTE**FUEL SUBSTITUTE - PROPOSED DISPOSAL FACILITY: See Section 1.5**

55 Gal <10% solids	\$ 135 ea.
55 Gal >10% solids	\$ 225 ea.
See Page 3-1 Loosepack 55 gal	\$ 145 ea.

AEROSOLS PROPOSED DISPOSAL FACILITY: See Section 1.5

55 Gal	\$ 225 ea.
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PAINT BOX - PROPOSED DISPOSAL FACILITY: See Section 1.5

40 or 20 Yard Box	\$ 2,100 per layer including bin rental and transp.
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ASBESTOS - PROPOSED DISPOSAL FACILITY: See Section 1.5

20 Yard Box	\$ 2,088 per box including bin rental and transp.
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TRANSPORTATION**PROPOSED TRANSPORTER: See Section 1.5**

Drums	\$ 0 * per drum (pickup drums from both HHW sites each shipment)
Truck	\$ 0 * per truck (pickup drums from both HHW sites each shipment)
Demurrage	\$ 0 * per hour *INCLUDED IN UNIT DISPOSAL RATES

LABOR

Technician	\$ 26 per hour
Specialist/Chemist	\$ 38 per hour

* Travel billed at straight time rates, with an estimated 4 hours of travel per day from Benicia to Santa Cruz and back. On-site labor billed at straight time for 8 on-site hours, and then at time and a half for additional hours.

MATERIALS

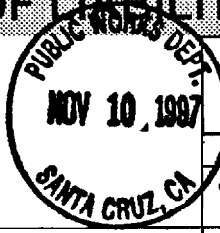
55 Gallon Drums	Open-head Steel	\$ 20 per drum
55 Gallon Drums	Bung-top Steel	\$ 38 per drum (1-10 / order)
		\$ 25 per drum(<10 / order)
5 Gallon Drums	Plastic, with lids	\$ 520 per pallet (120 count)
Dumpster Liners	20 or 40 CY size	\$ 40 per liner
Absorbent	Vermiculite, 33 pound bag	\$ 165 per pallet (60 bags)

ACORD CERTIFICATE OF LIABILITY INSURANCE

INSURED COPY # **1301** DATE (MM/DD/YY) **11/14/97**

PRODUCER

WILLIS CORROON MELLING INC.
 145 KING STREET WEST, SUITE 1200
 TORONTO, ONT. M5H 1J8 CANADA
 ATTN: TRUDY DELINE



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.

COMPANIES AFFORDING COVERAGE

COMPANY A	COMMERCE & INDUSTRY INSURANCE COMPANY
COMPANY B	RELIANCE NATIONAL INDEMNITY COMPANY
COMPANY C	AMERICAN INTERNATIONAL SPECIALTY LINES CO.
COMPANY D	

INSURED

BURLINGTON ENVIRONMENTAL INC.
 D.B.A. PHILIP SERVICES CORP.
 3909 PARK ROAD, SUITE D
 BENICIA, CA
 94510
 ATTN: KIRSTEN LISKE

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.

FORM	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	GL1525551	10/31/97	10/31/98	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA7665232RA	10/31/97	10/31/98	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE1 525552	10/31/97	10/31/98	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
B	WORKER'S COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	NXC01 1298804	12/31/97	12/31/98	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
C	OTHER CONTRACTOR'S POLLUTION LIABILITY POLLUTION ERRORS & OMISSIONS LIABILITY	COPS8198223	10/31/97	10/31/98	\$5,000,000 PER OCCURRENCE \$5,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

SANTA CRUZ COUNTY
 SOLID WASTE ENGINEERING DIVISION
 701 OCEAN STREET, ROOM 410
 SANTA CRUZ, CA
 95060-4070
 ATTN: BRIAN KENNEDY

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.

AUTHORIZED REPRESENTATIVE

Trudy Deline **48**