

CITY OF SAN ANTONIO AVIATION DEPARTMENT CITY COUNCIL AGENDA MEMORANDUM

TO:

Mayor and City Council

FROM:

Kevin C. Dolliole, Aviation Director

SUBJECT:

East Air Cargo Expansion Phase II Landside Improvements at San Antonio

International Airport

DATE:

February 10, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified bid of Jerdon Enterprise, L.P. in the amount of \$695,230.50 to provide construction services for East Air Cargo Expansion Phase II Landside Improvements at San Antonio International Airport, and appropriates construction contingencies not to exceed \$69,523.05 for a total appropriation of \$764,753.55.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

Ordinance No. 88831 passed and approved, November 19, 1998 approved a Professional Services Contract with Pape Dawson Engineers, Inc. to provide consulting services in connection with the East Air Cargo Facility Expansion Project at San Antonio International Airport. The scope of work contained in the original project showed the work, to be completed in three packages, Package 1; apron and taxi-lane for the large cargo aircraft, Package 2; the ramp and vehicular parking to support freight forwarding and operations, and Package 3; the common, singular ingress/egress road for multiple cargo tenants which will limit the number of access points along Wetmore Road as well as provide signalized control. Package 1 is complete and Package 2 is 90% complete. This project is a component of the City's Five Year Capital Program and includes ramp and parking improvements.

This final package includes site work and new concrete roadway for access by multiple cargo tenants. Mainly, consisting of the construction of concrete pavement roadway varying in width; installation of reinforced concrete pipe drainage system with associated curb inlets and junction boxes; grading work; installation of conduits to serve future tenants, and the upgrade of the existing traffic signalization at the Wetmore Road & Bitters Road intersection to accommodate the new entry onto the airport apron.

On September 1, 2004, the construction bid for this Project was announced in the Commercial Recorder, The Informer, and La Prensa. Bids were opened on September 29, 2004 and two (2) qualified bids were received ranging from the low bid of \$695,230.50 to a high of \$729,945.00.

The following is a summary of the two bids received:

Jerdon Enterprise, L.P. \$695,230.50 Yantis Company \$729,945.00

The basis of award is to the lowest, qualified bidder based on the aggregate amount of the base bid. As consultants to the Project, Pape Dawson Engineers Inc., along with Aviation Department staff evaluated the bids. The bid of Jerdon Enterprise, L.P. was determined to be the low qualified bid, and is considered to be fair and reasonable for the work involved.

The firm of Jerdon Enterprise, L.P. has been established since 1984. The company's work history includes work at many airports, plus many other locations including work for TxDOT. In order to insure that Jerdon Enterprise, L.P. could effectively complete this contract, the evaluation process included the performance of reference checks and financial information provided. In addition, an administrative hearing was conducted on October 8, 2004, in order to permit Jerdon Enterprise, L.P. to present their qualifications necessary to complete this contract to City staff. Based on the foregoing, staff recommends that the construction contract be awarded to Jerdon Enterprise, L.P.

POLICY ANALYSIS

This action continues the policy of improving facilities at San Antonio International Airport.

FISCAL IMPACT

This Project is funded by General Airport Revenue Bonds. This ordinance appropriates \$695,230.50 for construction contract costs and \$69,523.05 for construction contingencies for a total appropriation of \$764,753.55.

COORDINATION

This request for ordinance has been coordinated with the Public Works Department and the Finance Department for availability of funds.

SUPPLEMENTARY COMMENTS

The construction contract is not a discretionary contract and therefore an Ethics Disclosure form is not required from Jerdon Enterprise, L.P.

The Economic Department has reviewed the list of subcontractors and approved the Good Faith Effort Plan submitted by Jerdon Enterprise, L.P. The contract provides for 90 Calendar Days or approximately five (5) months from the Notice to Proceed.

Kevin C. Dolliole Aviation Director

Management Team Leader

J. Roland Bono
Interim City Manager

THE CITY OF SAN ANTONIO

CALENDAR DAY CONTRACT (CDC) (Standard Form)

THIS AGREEMENT	Γ made	the		day of		in	the	year	Two	Thousan	d Four	(2004)
by and between	Jerdon	Enterprise,	L.P.	hereinafter	called the	"Contracto	or", a	nd the	City	of San A	Antonio,	Texas,
hereinafter called the	"City or	the "Owner	".									

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

East Air Cargo Expansion - Phase II Landside at San Antonio International Airport.

Prepared by <u>Pape Dawson, Engineers, Inc.</u>, acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in One Hundred Fifty (150) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

Amount of Contract	Liquidated Damages per Day			
\$1,000,001 or Over	\$700.00			
\$ 750,001 to \$1,000,000	\$600.00			
\$ 500,001 to \$ 750,000	\$500.00			
\$ 250,001 to \$ 500,000	\$400.00			
\$ 100,001 to \$ 250,000	\$300.00			
\$ 50,001 to \$ 100,000	\$200.00			
\$ 1 to \$ 50,000	\$100.00			

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials:	One Hundred Thirty-Two Thousand, Five Hundred Eighty-Five and 00/100	_ Dollars (\$132,585.00)
Services:	Five Hundred Sixty-Two Thousand, Six Hundred Forty-Five and 50/100	_Dollars (\$562,645.50)
Total:	Six Hundred Ninety five Thousand, Two Hundred Thirty and 50/100	_Dollars (\$695,230.50)

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding Rev. 05/03 (RH:md)

CALENDAR DAY CONTRACT

attachment 1

CDC-1

debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

DONE at San Antonio, Texas, on the day and year first written above.

	CITY OF SAN ANTONIO
ATTEST:	By: City Manager
City Clerk	
IN WITNESS WHEREOF, said Contractor has thoroughly and the nature of this legal commitment and lawfully cause representative and does hereby deliver this legally binding it	read and understands this Agreement and the Contract Documents ed these presents to be executed by Contractor's legally authorized instrument;
DONE at San Antonio, Texas, on the day and year	r first written above.
(Seal if Agreement is with Corporation)	JERDON ENTERPRISE, L.P. Contractor /
ATTEST: BY:	Dull Wo
Secretary By: Jerdon Holding, L.L.C., General Partner STATE OF TEXAS	Bruce White President Title By: Jerdon Holding, L.L.C., General Partner
COUNTY OF BEXAR)	
This instrument was acknowledged before me on this the by	ehalf of said Jendon Enterprise, J.P.
My Commission Expires	ARY PUBLIC is and for the State of TEXAS TONY KELLY ARY'S PRINTED SIGNATURE OMMISSION EXPIRES:

Rev. 05/03 (RH:md)

PERFORMANCE BOND

STATE OF TEXAS COUNTY OF BEXAR CITY OF SAN ANTONIO) Know all men by these presents:
1. That we <u>JERDON ENTER</u>	RPRISE_L.P. as Principal, and HARTFORD FIRE INSURANCE COMPANY
as Sureties, do hereby San Antonio, a municipal corp- of which sum well and truly to	acknowledge ourselves to be held and firmly bound unto the City of poration of the County of Bexar and State of Texas in the sum of \$695,230.50 for payment be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, ators, assigns, and successors, jointly and severally:
hereinafter called Contractor of with said City of San Anton improvements generally descri	HIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said JERDON ENTERPRISE, L.P. or Principal, has made and does this day make and enter into a certain contract in writing ito, for the construction and completion for said City of certain structures, work and ibed as PANSION PHASE II – LANDSIDE AT SAN ANTONIO INTERNATIONAL AIRPORT
and for the performance and o	observance of diverse other matters and things in connection with said work; all as more and its included instruments which are expressly made a part of this obligation.
structures, work and improven undertakings and provisions of the same relate to or are incide thereupon this obligation shall hereby further understood and member of said principal part hereon for each and every bre the sureties on this bond shall authorized or directed by the remedy provided by the contra	contractor, the principal party to this obligation shall faithfully construct and complete said ments, and shall observe, perform and comply with all the terms, conditions, stipulations, if said contract and all included instruments, according to their intent and purpose insofar as ent to the construction and completion of said structures, work and improvements then and to be and become null and void, but otherwise to remain in full force and effect; and it is diagreed that this bond shall be a continuous obligation against the principal and each by hereto, and each and all sureties hereon, and that successive recoveries may be had each of this bond until the full amount thereof shall have been exhausted; and the liability of anot be in any manner released or diminished by any changes in the work which may be City, nor by the exercise or failure to exercise by or on behalf of the City any right or act or specifications or by any law or ordinance.
	A.D. 2004.
	JERDON ENTERPRISE, L.P. Bruce White, President By: Jerdon Holding, L.L.C., General Partner
City Manager	
Surety (SEAL)	PO BOX 4611, HOUSTON, TX 77210-4611
OUGHOUS MODDARD EACON	Address of Surety for Service Purposes

HOUSTOUN, WOODARD, EASON, GENTLE, TOMFORDE, AND ANDERSON, INC. d'oa insurance Alliance 1776 Yarktovin, Sulte 200

Houston, Texas 77056-4114 TDI Lio-noe #1331 FEIN #760362043

PAYMENT BOND

STATE OF TEXAS) COUNTY OF BEXAR) Know all men by thes CITY OF SAN ANTONIC)	se presents:
1. That we JERDON ENTERPRISE, L.P. as Principal, and _	HARTFORD FIRE INSURANCE COMPANY
as Sureties, do hereby acknowledge ourselves to San Antonio, a municipal corporation of the County of Bexar of which surn well and truly to be made in and unto said City our heirs, executors, administrators, assigns, and successors,	and State of Texas in the sum of \$595,230.50 for payment of San Antonio, we do hereby bind and obligate ourselves.
2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUPERIOR ENTER thereinafter called Contractor or Principal, has made and does with said City of San Antonio, for the construction and improvements generally described as EAST AIR CARGO EXPANSION PHASE II - LANDSID	ERPRISE, L.P. as this day make and enter into a certain contract in writing completion for said City of certain structures, work and
and for the performance and observance of diverse other matter entered into covenants and agreements to prompily pay all perso the work provided for in said contract, all as more fully described made a part of this obligation;	s and trings in connection with said work, and, interalia, therein ons supplying labor, materials and services in the prosecution of
supplying labor and materials in the prosecution of the work prodifications of said contract that may hereafter be made waived, then this obligation shall be and become null and volvereby further understood and agreed that this bond shall member of said principal party hereto, and each and all su thereon for each and every breach of this bond until the full of the sureties on this bond shall not be in any manner releas authorized or directed by the City, nor by the exercise or remedy provided by the contract or specifications or by any latest the provided by the contract the provided by the	notice of which modifications to the surety being hereby- sid, but otherwise to remain in full force and effect: and it is be a continuous obligation against the principal and each reties hereon, and that successive recoveries may be had amount thereof shall have been exhausted; and the liability sed or diminished by any changes in the work which may be failure to exercise by or on behalf of the City any right or nw or ordinances.
5. IN TESTIMONY WHEREOF, witness our hands and the day ofA.D. 2004.	seal of any incorporated surety hereon this
6. The foregoing bond is approved and accepted this	day of 20C4. JERCON ENTERPRISE/ L.P. Bruce White, President By: Jerdon Holding, L.L.C., General Partner
City Manager	HARTFORD FIRE INSURANCE COMPANY Surety
HOUSTOUN, WOODARD, EASON, GENTLE, TOMFORDE AND ANDERSON, INC. dos hisurance Alliance 1776 Yorklown, Suite 200 Houston, Texas 77056-4114 TOI License #1321 FEIN #750362043 Page	JOANN PARKER, ATTORNEY-IN-FACT PO BOX 4611, HOUSTON, TX 77210-4611 Actoress of Surety for Service Purposes



Insured's Name Jerdon Enterprise, L.P.

Insured's Mailing Address

13403 Redfish Stafford, TX

Policy Number

61BCSDE2713

IMPORTANT NOTICE TO OBLIGEES/POLICYHOLDERS-TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, we must make terrorism coverage available in your bond/policy. However, the actual coverage provided by your bond/policy for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your bond/policy, any endorsements to the bond/policy and generally applicable rules of law.

Any terrorism coverage provided by this bond/policy is partially reinsured by the United States of America under a formula established by Federal Law. Under this formula, the United States will pay 90% of covered terrorism losses exceeding a statutorily-established deductible paid by sureties/insurers until such time as insured losses under the program reach \$100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of \$100 billion.

The premium charge that has been established for terrorism coverage under this bond/policy is either shown on this form or elsewhere in the bond/policy. If there is no premium shown for terrorism on this form or elsewhere in the bond/policy, there is no premium for the coverage.

Terrorism premium: \$0

Form B-3333-0

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD BOND, T-4

690 ASYLUM AVENUE HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 61-610074

KNOW ALL PERSONS BY THESE PRESENTS THAT:

 Х	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

> Donald E. Woodard, Jr., Harlan J. Berger, Andrew J. Janda, C. W. Adams, Sue Kohler, Leland L. Rauch, Sharon Cavanaugh, Cheryl R. Colson, Michael Cole, JoAnn Parker of

Houston, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.









Paul A. Bergenholtz, Assistant Secretary

Colleen Mastroianni, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 25th day of October, 2002, before me personally came Colleen Mastrojanni, to me known, who being by me duly sworn, did depose and say: that she resides in the County of Hartford, State of Connecticut; that she is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that she knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that she signed her name thereto by like authority.

CERTIFICATE

Scott E. Paseka

Notary Public My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

Signed and sealed at the City of Hartford.

















Yves Cantin, Assistant Vice President



Inquiries Regarding Claims

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford insurance Company of the Midwest
Hartford Insurance Company of the Southeast

Please address inquiries regarding Claims for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number

888-266-3488

Fax - Claims

860-757-5835 or 860-547-8265

E-mail

claims@1stepsurety.com

Mailing Address

The Hartford

The Hardord Fidelity & Bonding (BOND)

Hartford Plaza

690 Asylum Avenue Hardord CT 06115

PROPOSAL

TO

CITY OF SAN ANTONIO TEXAS

FOR THE CONSTRUCTION OF

East Air Cargo Expansion – Phase II Landside Improvements at San Antonio International Airport

IN SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Director of Public Works as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is understood and agreed that the work is to be completed in full in 150

Accompanying this Proposal is a Bid Guaranty in the amount of Five Percent (5%) of Amount Bid

Dollars (\$ 5% A B.) said amount being

percent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, within twenty (20) calendar days after the date of transmittal of the contract documents by Owner to Contractor, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

Form 9-12 Rev. 05/03 (DWY/RH:md)

attachment 2

L	ACORD, CERTIFIC	CATE OF LIABIL	ITY INS	URANCE		DATE (MM/DD/YYYY) 12/6/2004		
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Ję:	rdon Enterprise, L.P. 20	05 JRN 5 PM 2 23	INSURER B: CC	ntinental (Casualty Co.	20443		
134	403 Redfish Lane	5 / 2 20	INSURER C: RS	UI Indemnit	Y	22314		
Sţ	afford TX 77477-4420		INSURER D: Te	xas Mutual	Insurance Compa	n 22945		
			INSURER E:					
<u>:0\</u>	VERAGES							
TER'	POLICIES OF INSURANCE LISTED WITHSTANDING ANY REQUIREMENT, TIFICATE MAY BE ISSUED OR MAY TERMS, EXCLUSIONS AND CONDITED TO THE PROPERTY OF T	TERM OR CONDITION OF ANY PERTAIN, THE INSURANCE AN IONS OF SUCH POLICIES. AGO	CONTRACT OR C FFORDED BY THE PREGATE LIMITS	other document of policies des of shown may ha	WITH RESPECT TO WH CRIBED HEREIN IS SU VE BEEN REDUCED BY	ICH THIS BJECT TO ALL PAID CLAIMS.		
7	ADD'L NSRD TYPE OF INSURANCE	POLICY NUMBER		POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	1,000,000		
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	CLAIMS MADE X OCCUR				MED EXP (Any one person)	s 1,000,000		
-					PERSONAL & ADV INJURY	\$ 2,000,000		
i		1			GENERAL AGGREGATE	\$ 2,000,000		
	GEN'LAGGREGATE LIMIT APPLIES PER: POUCY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000		
В	AUTOMOBILE LIABILITY X ANY AUTO	BUA2078233564	6/20/2004	6/30/2005	COMBINED SINGLE LIMIT (Ea socident)	\$1,000,000		
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	X HIRED AUTOS X NON-OWNED AUTOS	RISK	NAGEMENT COTRELL -5 2005 APPROVED	-	BODILY INJURY (Per accident)	5		
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ı	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	7 000 000		
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CEF	RTIFICATE HOLDER	<u> </u>	CANCELLAT	TON				
	City of San Antonio 100 Military Plaza San Antonio TX 78201		SHOULD ANY BEFORE THE WILL ENDEA CERTIFICAT SHALL IMPO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPERATION DATE THEREOF, THE ISSUING INSURER WILL ENDRAVOR 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.				
			ALITHORIZED REI	PRESENTATIVE	farial for	XL		