

STAFF REPORT



ITEM NO. 9
CITY OF OCEANSIDE

DATE: February 20, 2008
TO: Honorable Mayor and City Councilmembers
FROM: Water Utilities Department
SUBJECT: **APPROVAL OF A BUDGET APPROPRIATION FROM THE PROPOSITION 50 CLEAN BEACH GRANT PROGRAM FOR THE LOWER SAN LUIS REY RIVER BACTERIA SOURCE TRACKING STUDY PROJECT AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT TO PERFORM THE STUDY**

SYNOPSIS

Staff recommends that the City Council approve a budget appropriation in the amount of \$554,375 from the Proposition 50 Clean Beach Grant Program for the Lower San Luis Rey River Bacteria Source Tracking Study project; approve a professional services agreement in the amount of \$507,275.24 with MACTEC Engineering and Consulting, Incorporated, of San Diego to perform the study, and authorize the City Manager to execute the agreement.

BACKGROUND

The Lower San Luis Rey River and river mouth currently suffer from elevated bacterial levels negatively impacting water quality in the river mouth and along the adjacent shoreline. In 2005, this beach area was posted due to bacterial exceedance 209 days; 186 days were during one consecutive stretch. The City of Oceanside has been sampling the San Luis Rey River since 1994 to determine the source or sources of the bacterial exceedance. Thus far, the results are inconclusive. One potential source is from birds that frequent a sand island in the river mouth. During low tides when the island is not submerged hundreds of birds are found on the island. When tidal influx causes the island to be submerged, the bird waste is washed from the island and is released into the river mouth flow. It is theorized that this may contribute to bacterial exceedance in the coastal mixing zone.

The Lower San Luis Rey River Bacteria Source Tracking Study project proposes to use multitiered testing methods to "fingerprint" the types of bacteria that are collected and analyzed from seven locations along the river, including the river mouth. Oceanside currently collects bacterial samples at these seven sites. This grant will fund the multitiered analysis approach to determine the source of the bacteria. Once these sources are definitively established, methods to eliminate the input of these sources will be evaluated.

On July 18, 2007, the City Council adopted a resolution authorizing entering into a Proposition 50 Clean Beach Grant Program Agreement with the State of California for the award of \$554,375 for Lower San Luis Rey River Bacteria Source Tracking Study project. The agreement was fully executed on December 11, 2007.

ANALYSIS

In order to conduct the study an environmental consulting firm is required to provide the technical services needed. On November 8, 2007, a Request for Proposal (RFP) was submitted to eight environmental consulting firms and four proposals were received from MACTEC Engineering and Consulting, Inc., of San Diego: \$507,275, Brown and Caldwell of San Diego: \$499,660, Weston Solutions of Carlsbad: \$543,008 and RBF Consulting of Carlsbad: \$544,358. Five reviewers individually rated the four proposals using an established City of Oceanside rating form. A meeting was conducted with the five reviewers to discuss the individual ratings and the bacteria source tracking techniques proposed by each consulting firm. It was determined that MACTEC Engineering and Consulting, Inc., was rated the highest overall, and offered the best toolbox of techniques to conduct the study.

FISCAL IMPACT

Staff requests approval to accept \$554,375 in Proposition 50 Clean Beach Grant Program funds (711.667115.4456) and appropriate said funds to the Lower San Luis Rey Bacteria Source Tracking Study project (711.667115.5241).

COMMISSION OR COMMITTEE REPORT

The Utilities Commission reviewed and approved staff's recommendation at its regularly scheduled meeting on January 29, 2008.

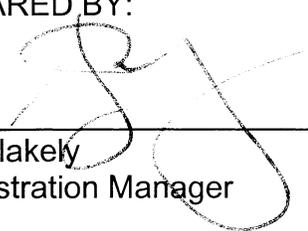
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATIONS

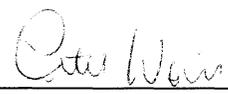
Staff and the Utilities Commission recommend that the City Council approve a budget appropriation in the amount of \$554,375 from the Proposition 50 Clean Beach Grant Program for the Lower San Luis Rey River Bacteria Source Tracking Study project; approve a professional services agreement in the amount of \$507,275.24 with MACTEC Engineering and Consulting, Incorporated, of San Diego to perform the study, and authorize the City Manager to execute the agreement.

PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lonnie Thibodeaux, Water Utilities Director

Teri Ferro, Financial Services Director



**LOWER SAN LUIS REY RIVER BACTERIA SOURCE
TRACKING STUDY - 711.667115**

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and MACTEC ENGINEERING AND CONSULTING, INC. hereinafter designated as "CONSULTANT".

RECITALS

- A. CITY desires to obtain professional environmental services from an independent consultant for the above named project.
- B. CONSULTANT has submitted a proposal to provide environmental services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1.0 **SCOPE OF WORK.** CONSULTANT desires to perform environmental engineering services per their proposal dated December 4, 2007 and attached hereto as Exhibit A. The project is more particularly described as follows:

Task 1. Meetings and Project Management

This task consists of attending Technical Advisory Committee (TAC) meetings, management of subcontractors, periodic briefings with team leaders and key specialists, and working with stakeholders to develop required documents and address any revisions and/or concerns that arise during the creation, implementation or reporting of the study. The Consultant shall provide project management services as necessary for project and schedule control. This will include day-to-day project management, contract management, progress reporting, and quarterly invoicing.

Task 2. Quality Assurance Project Plan (QAPP) and Monitoring Plan (MP)

A QAPP and MP shall be prepared and maintained to cover both field and laboratory operations and be in accordance with the State Water Resource Control Board's (SWRCB's) Surface Water Ambient Monitoring Program. This task must include development of a draft and final product for review by the stakeholders and approved by the SWRCB's Quality Assurance officer. Monitoring cannot occur prior to the QAPP and MP approval by the SWRCB's Quality Assurance officer.

Task 3. Implementation of the Bacteria Source Tracking Study

Multi-tiered genetic microbial testing methods will be used to identify bacteria sources in the Lower San Luis Rey River. This multi-tiered approach includes bacterial concentrations assessment using traditional measurements of fecal indicator bacteria to determine the flux of bacteria in the river and river mouth, and genetic microbial source tracking methods which will be approved by the Technical Advisory Committee.

Another reason for the multi-tiered approach is to accommodate the construction of the new Pacific Street Bridge at the mouth of the San Luis Rey River. The estimated completion date for the bridge is November 28, 2008. While there should not be any adverse water quality affects from construction, to rule out the possibility of skewing results it is recommended to wait until the completion of the bridge project to study the bacterial loading at the mouth of the River.

The sampling and analysis study, as detailed in the QAPP and MP (Task 2), will include, at a minimum:

1. A comprehensive visual observation program to identify point and non-point source runoff.
2. Collection and analysis of flow data to be utilized in bacteria loading estimates from the sources identified.
3. Dry and wet weather sampling events will be conducted to identify sources and quantify wet, dry, and annual bacterial loading estimates.
4. Multi-tiered genetic microbial testing in the Lower San Luis Rey River and the river mouth at the Pacific Ocean outlet. The sample site selection process will include appropriate sites for tracking TMDL implementation progress.
5. Recommendations for potential Best Management Practices to reduce and eliminate bacterial sources in the Lower San Luis Rey River and at the river mouth will be developed.

- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
 - 1.1.1 Work closely with the Water Utilities Director in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The Water Utilities Director, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Water Utilities Director delegates authority to Mo Lahsaie, Clean Water Program Coordinator.
 - 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.
 - 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the project.
 - 1.1.4 Provide office and field assistance to the City upon request by Water Utilities Director to include the services listed below:
 - a. Review and comment on laboratory, test reports.
 - b. Prepare needed reports and notices.
 - c. Attend meetings with the Water Utilities Director or his designees.
- 1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:
 - 1.2.1 Provide all legal advertising mailings and postings required.
 - 1.2.2 Provide overall project management.

2.0 **TIMING REQUIREMENTS**

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.5. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.
- 2.2 Task II. CONSULTANT shall prepare and deliver the final Quality Assurance Project Plan (QAPP) and Monitoring Plan (MP) to the Water Utilities Director no later than April 15, 2008. No work shall be performed by CONSULTANT beyond the draft QAPP and MP until the Water Utilities Director and the SWRCB's Quality Assurance Officer have given written approval of the QAPP and MP.
- 2.3 Task III. Consultant shall prepare and deliver a draft final report to the Water Utilities Director no later than December 31, 2009.
- 2.4 CONSULTANT shall prepare and deliver a final report to the Water Utilities Director no later than January 31, 2010.
- 2.5 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Water Utilities Director no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The Water Utilities Director shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- 2.6 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.
- 3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions.
- 4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Water Utilities Director. CONSULTANT shall be solely responsible for the performance of any of its employees, agents or subcontractors under this agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the Water Utilities Director.

6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

7.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 7.2.1 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 7.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 9.0 **CONSULTANT'S indemnification of city.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all direct claims or lawsuits for damages to persons or property to the extent arising out of the negligent acts, errors, omissions or wrongful acts or conduct of the CONSULTANT or its employees, agents, subcontractors or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, expert fees, attorneys' fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

- 10.0 **ERRORS AND OMISSIONS.** In the event that the Water Utilities Director determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.

- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under

Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

13.0 **COMPENSATION.**

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "B", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$507,275.

No work shall be performed by CONSULTANT in excess of the total contract price. CONSULTANT shall obtain approval by the Water Utilities Director prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

13.2 CONSULTANT shall maintain accounting records including the following information:

13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to the Water Utilities Director for verification of billings, within a reasonable time of the Water Utilities Director's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial

payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the Water Utilities Director, and based upon the following partial payment schedule:

- 13.4.1 Prior to submittal and approval of Task II, the QAPP and MP, partial payments shall not exceed \$65,000.
- 13.4.2 Prior to submittal and approval of Task III, additional payments will be made based on completion of performance of each task as detailed in Scope of Work attached hereto as exhibit B and at the approval of the Water Utilities Director.
- 13.4.3 Final payment shall be made to CONSULTANT upon CONSULTANT's completion of a final report approved by the SWRCB Project Manager and to the satisfaction of the Water Utilities Director.
- 14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

- 15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- 16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

19.0 **DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

Lonnie Thibodeaux
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Dr. Jerome Welch
MACTEC Engineering and Consulting, Inc.
9177 Sky Park Court
San Diego, CA 92123

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

Lower San Luis Rey River Bacteria Source Tracking Study - 711.667115

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

21.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures:

PROJECT: Lower San Luis Rey River Bacteria Source Tracking Study - 711.667115

MACTEC ENGINEERING AND CONSULTING, INC.

CITY OF OCEANSIDE

By: *Jon Sine* Project Manager
Name/Title

By: _____
Peter A. Weiss, City Manager

By: _____
Name/Title

APPROVED AS TO FORM:
Peter A. Weiss, ASST.
City Attorney

68-0146861
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SAN DIEGO } ss.

On 28 January 2008 before me, Estrellita S. Wohlbrandt Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jay Shroake
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

