ITEM NO. 15

STAFF REPORT

CITY OF OCEANSIDE

DATE: July 18, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **AUTHORIZATION TO AWARD A CONTRACT FOR THE CONSTRUCTION AND LEASE OF A GRANULAR ACTIVATED CARBON SYSTEM FOR TCP REMOVAL AT THE MISSION BASIN GROUNDWATER PURIFICATION FACILITY AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR ANCILLARY DESIGN SERVICES**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council award a contract in an amount not to exceed $859,020.08 to Siemens Water Technologies Corp., of La Mirada for the construction and three-year Lease Agreement of Granular Activated Carbon System for TCP Removal at the Mission Basin Groundwater Purification Facility, and authorize the City Manager to execute the agreement upon receipt of all supporting documents; and approve a professional services agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed $35,060 for design services related to the project, and authorize the City Manager to execute the agreement.

BACKGROUND

CDHS regulations required monitoring for (TCP) in 2003 as part of the California Unregulated Contaminant Rule. It was first detected in early 2003 in wells 1, 2, and 3, which are located at the Mission Basin Groundwater Purification Facility. Subsequent sampling confirmed the presence of the contaminant. Wells 4 and 5, which are located on the north side of the San Luis Rey River near College Boulevard, had no TCP detected.

TCP was formulated with dichloropropanes in the manufacture of a soil fumigant, D-D. Historically, the Mission Basin was a major agricultural area for tomatoes, corn and strawberries, so most likely the soil fumigant D-D was the source of the contaminant. TCP is also used as a solvent and extractive agent. As a solvent, it has commonly been used as a paint and varnish remover, a cleaning and degreasing agent, and a cleaning and maintenance solvent.

The use of wells 1, 2, and 3 was discontinued while staff researched methods to remove TCP. During this period there was no threat to public safety. The facility is currently running at a reduced volume using wells 4 and 5. Production of the plant is slightly less than 2 million gallons per day (MGD). Before shutting down wells 1, 2, and 3, the flow was just above 3 MGD.

McGuire Malcolm Pirnie Environmental Consultants, Inc., (McGuire) conducted a pilot study at the Mission Basin Groundwater Purification Facility that resulted in identifying a treatment technology to remove TCP from the source wells. The pilot testing was successful and McGuire prepared an Engineer's Report and submitted this to the California Department of Health Services (CDHS). CDHS sent a letter to the City for "temporary approval" until the operation of the GAC contactors pilot study is complete and the City is in the permit approval process.

ANALYSIS

Since the City has received temporary approval for the GAC Contactors from CDHS, it was recommended to lease the equipment and treat the TCP in order to utilize the available well water.

Trichloropropane contamination of the three existing wells and one new well at the Mission Basin Groundwater Purification Facility is prohibiting the plant from running at full capacity. All four wells exceed the notification level set by CDHS and are not in use at this time. Knowledge of this contaminant is relatively new and the long-term effects are not known, but it is recognized as a carcinogen. As water demands increase, it is essential that the facility produce maximum capacity as soon as possible.

The Mission Basin Groundwater Purification Facility must also produce 6.3 MGD to comply with the City's groundwater recovery agreement with the Metropolitan Water District. To assist in ensuring that the facility can operate at full capacity, the San Diego County Water Authority is working with the Water Utilities Department to complete two additional wells: wells 10 and 11. These new wells, along with the existing wells, will provide enough water to produce 6.3 MGD when the TCP removal system is installed. All of these wells are essential for keeping the plant in operation while other wells are undergoing maintenance and repair. It is also important to have the plant produce as much potable water as possible because the City saves money by having this local resource.

On August 29, 2006, one bid was received and one letter declining to bid was opened for the Lease Agreement of Granular Activated Carbon System for TCP Removal at the Mission Basin Groundwater Purification Facility. The apparent low bidder is Siemens Water Technologies Corp, of La Mirada, with a bid in the amount of $859,020.08. Staff has reviewed the bid submitted by Siemens Water Technologies Corp. and finds that its bid bond and references are in accordance with City standards. The engineer's estimate to construct the project is $2,028,000 (Exhibit A).

To properly construct the GAC Contactors and make them completely operational, the services of a design firm team are required. On March 28, 2007, staff solicited proposals from fourteen (14) engineering firms (Exhibit B) to provide construction

management and inspection services during construction of this project. The firms were selected from a list compiled by the City of Oceanside's Engineering Division using the City's selection procedures for professional services. Included in the solicitation were all Oceanside firms that provide these services.

On April 23, 2007, five proposals were received by the Water Utilities Department. In accordance with the City's procedure, a panel was selected to evaluate the proposal. The panel unanimously recommended that Infrastructure Engineering Corporation be selected to provide the ancillary design services for the GAC Contactors in the amount of $35,060.

Infrastructure Engineering Corporation's design duties will be to design the structural pad for the GAC Contactors and the ancillary piping connections required for the GAC Contactor system to be operational. The design must occur concurrently with the GAC manufacturer being selected to ensure the concrete pad and piping are adequate for Siemens proposed system and to be able to meet Siemens schedule to ensure the GAC construction remains on schedule.

FISCAL IMPACT

In Fiscal Year 2007-2008, Council approved an appropriation of $4,202,845 (712.857425) for the Mission Basin Groundwater Purification Facility Expansion Project. The engineer's estimate to lease the equipment for three years and construct the ancillary facilities for the project is $2,028,000. The construction cost for the project is $859,020.08 plus $35,060 for ancillary design services related to the project. The total cost for the project to date is $894,080.08, so adequate funds are available for the project.

CITY ATTORNEY'S ANALYSIS

The proposed professional services agreement with Infrastructure Engineering Corporation has been reviewed by the City Attorney and approved as to form.

As to the award of the contract for TCP removal at the Mission Basin Groundwater Purification Facility, a contract for a public project in excess of $5,000 must be awarded to the lowest responsible bidder. A "responsible bidder," under the Public Contract Code, is a bidder who has demonstrated the attributes of trustworthiness as well as quality, fitness, capacity and experience to satisfactorily perform a public works contract. The City Council also has discretion to reject all bids and readvertise.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staffs recommendation at its regular meeting on June 19, 2007.

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council award a contract in an amount not to exceed $859,020.08 to Siemens Water Technologies Corp., of La Mirada for the construction and three-year Lease Agreement of Granular Activated Carbon System for TCP Removal at the Mission Basin Groundwater Purification Facility, and authorize the City Manager to execute the agreement upon receipt of all supporting documents; and approve a professional services agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed $35,060 for design services related to the project, and authorize the City Manager to execute the agreement.

PREPARED BY:

Greg Blakely
Administrative Manager

SUBMITTED BY:

Peter A. Weiss
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lonnie Thibodeaux, Water Utilities Director

Paul Bussey, Interim Financial Services Director

Exhibit A - Engineers Cost Estimate
Exhibit B - Request for Proposal Mailing List

Exhibit A

CITY OF OCEANSIDE

GAC Contactors for TCP Removal for a 3 Year Lease Agreement

Engineers Cost Estimate (Draft)

ITEM	DESCRIPTION	EST. QTY	UNIT	Engineers Estimate UNIT PRICE ($)	Engineers Estimate EXTENDED AMT ($)	Seimens Bid UNIT PRICE ($)	Seimens Bid EXTENDED AMT ($)
1.	TYPICAL CONSTRUCTION METHODS						
	A. Mobilization	1	LS	$30,000	$30,000	$71,850.93	$71,850.93
	B. Fabrication, Delivery, and installation	1	LS	$30,000	$30,000	$150,169.02	$150,169.02
	C. Lease (5) Contactors for 36 months (w/ initial GAC)	36	Month	$40,000	$1,440,000	$12,553.71	$451,933.56
	D. Demobilization	1	LS	$115,000	$115,000	$91,866.57	$91,866.57
	D. Foundation/Pad for Contactors	1	LS	$30,000	$30,000		
	E. Electrical/Controls	1	LS	$45,000	$45,000		
	F. Change Out filter carbon for 5 vessels	1	LS	$60,000	$60,000	$87,918.61	$87,918.61
	SUBTOTAL FOR MISSION SAN LUIS REY WATERMAIN				**$1,690,000**		
	SUBTOTAL				$1,690,000		
	CONTINGENCY @20%				$338,000		
	PROJECT TOTAL:				**$2,028,000**	Total Seimens Bid for Base Bid of New GAC Contactors	**$765,820.08**
	This Total Estimate does not inlcude Bid Item F						
G.	Addendum No. 1 - Electrically actuated Valves (additional cost to original bid dated 5/10/07)	1	LS			$93,200.00	$93,200.00
	Total Bid for Seimens which equals the original bid dtaed 5/10/07 plus the addendum dated 6/6/07 for the electric actuators						**$859,020.08**

Exhibit A

7/5/2007

Exhibit B
Ancillary Design Services for Granular Activated Carbon Contractors - RFP

	Company	Address	City	State	Zip	First Name	Last Name	Title	Phone	Fax
	AKM Consulting Engineers	553 Wald	Irvine	CA	92618	Zeki	Kayiran			
	P & D Consultants	8954 Rio San Diego Drive, Suite 610	San Diego	CA	92108	Dan	Lee			
	URS Corporation	1615 Murray Canyon Road, Suite 1000	San Diego	CA	92108	John	Dautel, PE	Sr. Project Manager	619-294-9400	619-243-2977
	Stantec Consulting	277 Rancheros Drive, Suite 300	San Marcos	CA	92069	Jeff	Dunn	Project Manager	760-891-3214	7860-891-3201
	Moffatt & Nichol Engineers	1660 Hotel Circle North, Suite 200	San Diego	CA	92108	Alan E.	Alcorn		619-220-6050	
	Malcolm Pirnie, Inc.	1525 Faraday Avenue, Suite 290	Carlsbad	CA	92008	Marc	Weinberger, PE			
	RW Beck, Inc.	4167 Avenida De La Plata, Suite 115	Oceanside	CA	92056	John	Christopher		760-643-9617	
	Infratructure Engineering Corporation	717 Pier View Way	Oceanside	CA	92054	Preston	Lewis		760-529-0729	
	Cornerstone Engineering, Inc.	620 Mission Avenue	Oceanside	CA	92054	Steve	Barger		760-722-3495	
	PBS&J	2303 Nicklaus Drive	Oceanside	CA	92056	Skip	Griffin			
	Water 3 Engineering, Inc.	702 Civic Center Drive	Oceanside	CA	92054	Don	Bunts		760-737-6195	
	Carollo Engineers	4167 Avenida De La Plata, Suite 114	Oceanside	CA	92056	Dennis	Wood			
	Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard/Steve	Arnold/Tedesco		760-754-0550	
	Boyle	4167 Avenida de La Plata, Suite 114	Oceanside	CA	92056	Jeff/Anders	Marchioro/Egense		760-726-0783	858-292-7432

Exhibit B

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: ANCILLARY DESIGN SERVICES FOR GRANULAR ACTIVATED CARBON CONTACTORS AT THE MISSION BASIN GROUNDWATER PURIFICATION FACILITY - 715.857425

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and INFRASTRUCTURE ENGINEERING CORPORATION, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT will provide ancillary design services for the Granular Activated Carbon Contactors at the Mission Basin Groundwater Purification Facility project. The project is more particularly described in the CONSULTANT'S proposal dated April 23, 2007 and attached hereto and incorporated as Exhibit A.

2. **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. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization 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.

3. **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 this Agreement.

4. LIABILITY INSURANCE.

4.1. 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.

4.2 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 aggregate	$ 2,000,000
Automobile Liability Insurance	$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 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.

4.4 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 additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

5. **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 ($1,000,000.00).

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

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or 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, attorneys' fees, expert 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 conduct, tortuous acts or omissions of the CONSULTANT.

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

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $35,060.

   No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Water Utilities Director. CONSULTANT shall obtain approval by the Water Utilities Director prior to performing any work, which results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer within forty nine (49) calendar days.

9. **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.

10. **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.

11. **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.

12. **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 this _____ day of _____, 2007.

Ancillary Design Services for Granular Activated Carbon Contactors at the Mission Basin Groundwater Purification Facility - 715.857425

INFRASTRUCTURE ENGINEERING CORPORATION

By: _____ PRESIDENT
Name/Title

By: _____ CFO
Name/Title

610617154
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter A. Weiss, Interim City Manager

APPROVED AS TO FORM:

_____ ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CITY OF OCEANSIDE

ANCILLARY DESIGN SERVICES FOR GAC CONTACTORS
(715-85-7425)

HOURS AND COST ESTIMATE

Subtask Number	Subtask Description Summary	Classification ->	Principal	Sr. Project Manager	Project Engineer	Sr. Designer	Engineer III	Engineer II	Engineer I/CADD Operator	Word Processor	Subtask Labor-Hours	Subtask Labor Cost	Reimbursables	Subcontract	Total Cost
		Rate->	$170.00	$165.00	$120.00	$120.00	$105.00	$95.00	$90.00	$60.00					
TASK 1	Update Existing Survey and Utilities			1	2			16			19	$1,925	$0	$1,785	$3,710
TASK 2	Prepare P,S,&E														$24,605
	General Sheets (2)		1	2	4			16			23	$2,500	$50	$0	$2,550
	Piping Plans (3)		1	4	24	16		40			85	$9,430	$100	$0	$9,530
	Structural Plans (1)			1	2			2			5	$595	$50	$3,675	$4,320
	Specifications		1	2	16			32		8	59	$5,940	$100	$0	$6,040
	Engineers Opinion of Probable Cost			1	4			16			21	$2,165	$0	$0	$2,165
TASK 3	Record Drawings			1	2	4		16			23	$2,405	$0	$0	$2,405
TASK 4	Project Management, Meetings, and Coordination			12	16					4	32	$4,140	$200	$0	$4,340
		Task Subtotal - Hours	3	24	70	20	0	138	0	12	267				
		Task Subtotal - Costs	$510	$3,960	$8,400	$2,400	$0	$13,110	$0	$720		$29,100	$500	$5,460	

TOTAL NOT TO EXCEED FEE: ***$35,060***
(Base Scope of Work)

PTIONAL TASK:

TASK 5	Potholing (Optional)			1	4			4		4	13	$1,265	$50	$4,200	$5,515

TOTAL NOT TO EXCEED FEE: ***$40,575***
(Including Optional Task(s))

Exhibit A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN DIEGO } ss.

On MAY 30, 2007, before me, NANCY M. CARLISLE, NOTARY PUBLIC
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PRESTON H. LEWIS,
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.

NANCY M. CARLISLE
Commission # 1667396
Notary Public - California
San Diego County
My Comm. Expires May 17, 2010

Place Notary Seal Above

WITNESS my hand and official seal.

Nancy M. Carlisle
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(s)

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN DIEGO } ss.

On MAY 30, 2007 (Date) before me, NANCY M. CARLISLE NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared ROBERT S. WEBER (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.

NANCY M. CARLISLE
Commission # 1667396
Notary Public - California
San Diego County
My Comm. Expires May 17, 2010

WITNESS my hand and official seal.

Nancy M. Carlisle
Signature of Notary Public

Place Notary Seal Above

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(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
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☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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