ITEM NO. 11

STAFF REPORT

CITY OF OCEANSIDE

DATE: March 4, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE INTERSECTION IMPROVEMENTS AT RANCHO DEL ORO AND OCEAN RANCH BOULEVARD**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in the amount of $5,280 to the Professional Services Agreement with RBF Consulting of Carlsbad, to add a dual left-turn pocket to the design of Rancho Del Oro and Ocean Ranch Boulevard; and authorize the City Manager to execute the amendment.

BACKGROUND

On May 28, 2014, the City Council approved a Professional Services Agreement with RBF Consulting, in the amount of $74,600 to re-design the existing "T" intersection of Rancho Del Oro and Ocean Ranch Boulevard to add a fourth leg so that Ocean Ranch Boulevard extends west towards the new soccer field complex.

In the short term, the normal access to the sport fields will continue to be via Senior Center Drive. However, the intersection improvements provide an alternative unpaved vehicle access and a direct pedestrian trail access to the sport fields from Rancho Del Oro Drive.

In the longer term, Ocean Ranch Drive will be improved westward concurrent with future development consistent with the El Corazon Specific Plan to provide the primary paved access to the sports complex.

ANALYSIS

The original design concept for the intersection included a single-lane left-turn pocket, which was consistent with the traffic projections of the El Corazon Specific Plan. New traffic studies submitted with the development proposed along the west extension of Ocean Ranch Boulevard indicate dual left-turn lanes may be needed.

Amendment 1 to the Professional Services Agreement will pay for additional design analysis and work regarding the dual left-turn lanes. This involves demolishing part of the existing Rancho Del Oro Drive median, south of Ocean Ranch Boulevard, rebuilding asphalt surface for the new turn pocket, relocating the existing palm trees, and changing the lane striping through the intersection.

The project will be constructed in the second half of calendar-year 2015, and the funds for the construction phase will be appropriated in the FY 2016 CIP budget.

FISCAL IMPACT

The original contract with RBF is $74,600. The FY 2014-15 CIP Budget includes $100,000 in project funds in the El Corazon Access at Ocean Ranch Project (902136000212.5355.10400). The total cost of Amendment 1 is $5,280. Including Amendment 1, the total of all design and engineering support costs are not to exceed $79,880. The funding source is TransNet Fund 212. Therefore, sufficient funds are available.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve Amendment 1 in the amount of $5,280 to the Professional Services Agreement with RBF Consulting of Carlsbad, to add a dual left-turn pocket to the design of Rancho Del Oro and Ocean Ranch Boulevard; and authorize the City Manager to execute the amendment.

PREPARED BY:

Gary Kellison

Gary Kellison
Senior Civil Engineer

SUBMITTED BY:

Michelle Skaggs Lawrence
Interim City Manager

REVIEWED BY:

Scott O. Smith, City Engineer
Jane McPherson, Interim Financial Services Director

Attachments: 1. Exhibit A: Additional Work Request #1. 2. PSA Amendment 1. 3. Original PSA dated May 28, 2014

ATTACHMENT 1

RBF CONSULTING
A Baker Company

JN 141953
Request No. 1
Date: November 13, 2014

RANCHO DEL ORO DR & OCEAN RANCH BLVD INTERSECTION
Additional Work Request #1

Client: City of Oceanside

Work Requested By: Gary Kellison, Senior Civil Engineer

Estimated Fee for Additional Work: **$5,280**

Summary of Additional Work:

RBF will revise the improvement plans for Rancho Del Oro Dr & Ocean Ranch Blvd Intersection based on the request by the City to add a dual left-turn lane from northbound Rancho Del Oro Drive to "B" Street. This will be accomplished by narrowing the through lanes to 11' and the left-turn lanes to 10'. Changes will affect the typical sections, demolition limits, curb profiles, signing & striping plan, and traffic signal plan. RBF will also revise the cost estimate accordingly.

Prepared By: Tim Thiele

Tim Thiele, Vice President

CITY OF OCEANSIDE
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: INTERSECTION IMPROVEMENTS AT RANCHO DEL ORO AND OCEAN RANCH BOULEVARD - 902136000212 (TransNet)

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated March 4, 2015, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RBF Consulting, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated May 28, 2014, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, City has determined that the original design concept for the intersection of Rancho del Oro and Ocean Ranch Boulevard is unsuitable for anticipated traffic growth.

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the Agreement.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1a "SCOPE OF WORK" shall be modified to add the following to the list of items included in the street improvement plans:

- "Dual left-turn pocket in northbound Rancho del Oro."

2. The first sentence of Section 8 "COMPENSATION" shall be amended to read as follows:

"Consultant's compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of $79,880, which is the sum of $70,880 for preparation of biddable plans and specifications, and $9,000 for bid and construction engineering support services as listed on Exhibit B."

3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

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

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

RBF CONSULTING

By: _____
~~Scott Taylor, Senior~~ Vice-President
Tim Thiele

Date: _____

By: _____
Richard A. Rubin, Assistant Secretary

Date: 1-23-15

95-2247293
Employer ID No.

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen, City Manager

Date: _____

APPROVED AS TO FORM:

_____, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

G:\ADMIN\Admin Docs - Specs and Staff Reports\Professional Services Agreements\02-04-15 Amend 1 RBF RDO Ocean Ranch Blvd.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On Jan. 23, 2015 before me, Neva M. Cobian, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Richard A. Rubin
Name(s) of Signer(s)

,

who 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.

NEVA M. COBIAN
Commission No. 2017065
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires March 31, 2017
CNB1 CNB1

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Neva M. Cobian
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment to Prof. Servs. Agmt. Document Date: Feb. 4, 2015
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard A. Rubin
☒ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: RBF Consulting a company of Michael Baker International

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On JAN. 14, 2015 before me, ANDREA SANDERS NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared TIMOTHY THIELE
Name(s) of Signer(s)

_____,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANDREA SANDERS
Commission # 1947527
Notary Public - California
San Diego County
My Comm. Expires Aug 11, 2015

Signature Andrea Sanders
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PROFESSIONAL SERVICES AGREEMENT Document Date: FEBRUARY 4, 2015
Number of Pages: 3 Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: TIMOTHY THIELE
☒ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: RBF CONSULTING, A COMPANY OF MICHAEL BAKER INTERNATIONAL

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

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ATTACHMENT 3

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: INTERSECTION IMPROVEMENTS AT RANCHO DEL ORO AND OCEAN RANCH BOULEVARD - 902136000212 (TransNet)

THIS AGREEMENT, dated May 28, 2014, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY" and RBF Consulting, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: The CONSULTANT will provide design services to add a fourth leg to the existing intersection of Rancho del Oro and Ocean Ranch Boulevard.

The completed design must include the improvements required to smooth the transition with minimal removals or reconstruction required in the future when the adjacent property develops or the road extended further into El Corazon. Temporary improvements, such as transitional edge berms, needed to match future improvements, shall be included. The design plans shall include:

a. Street improvement plans to extend Ocean Ranch Drive 60 feet to the west – far enough to enable video detection on the traffic signal. Permanent street improvements are only required as far as the curb returns on Ocean Ranch Drive. A temporary asphalt dike transitioning from the intersection curb return to the future unpaved secondary access to El Corazon is sufficient. The improvement plans shall include sheets for:

- Grading and removals
- Street improvements, including profiles for curbs, median, and storm drain
- Relocating the water main blow-off and extending the main to west Oceanside Ranch Road
- Traffic signal, including pole and mast arm relocation, conductor schedule, and pole schedule
- Pavement striping and signing
- Storm Water Mitigation Plan and construction erosion control
- Traffic control, including single-lane closures for work in Rancho del Oro Boulevard
- Landscape irrigation and planting

Other design tasks include:

- Complete the Municipal Storm Water Permit application.
- Prepare structural section design using a new R-value test.
- Prepare estimate of the construction quantifies for the bid schedule.
- Write the Special Provisions for construction bidding.

Design Considerations

The shoulder and sidewalk improvements only need to extend around the curb return to west Ocean Ranch Boulevard. Runoff on the northwest side of the intersection has to flow around the new curb return at Ocean Ranch Boulevard and into an inlet, which can tie into the existing storm drain. There is an existing water system blow-off in the planted shoulder of Rancho del Oro. The water main should be stubbed out to the end of the paved portion of the Ocean Ranch Boulevard extension and the blow-off relocated.

Landscaping requirements

Split the existing irrigation system where the new Ocean Ranch crosses. Clearly show the changes in the irrigation design for irrigation main, lateral, RCVs, sleeves across Ocean Ranch Boulevard, and station assignment at the irrigation controller. New landscaping is needed at the intersection returns.

The CONSULTANT's complete scope of services and list of deliverable work project are more fully described in Exhibit A, pages 1-3, attached hereto and incorporated herein.

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 City Engineer. 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 City Engineer. 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 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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, at minimum, 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.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), 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 CONSULTANT'S work, including 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 founded upon, resulting or arising from the conduct, 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.

7. **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 CONSULTANT's participation in this project.

8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $74,600, which is the sum of $65,600 for preparation of biddable plans and specifications, and $9,000 for bid and construction engineering support services as listed on Exhibit B.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work that results in incidental expenses to CITY.

9. **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 base scope design services shall be completed in every detail to the satisfaction of the Engineer by September 30, 2015.

10. **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.

11. **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.

12. **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.

13. **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. 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.

14. **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.

RANCHO DEL ORO AND OCEAN RANCH ROAD INTERSECTION DESIGN

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 on the dates set forth below.

RBF CONSULTING

By: _____
Scott Taylor, Senior Vice-President

Date: 5/5/14

By: _____
Richard A. Rubin, Assistant Secretary

Date: 5/14/14

95-2247293
Employer ID No.

CITY OF OCEANSIDE

By: _____
City Manager

Date: 5-29-14

APPROVED AS TO FORM:

_____
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

G:\ADMIN\Admin Docs - Specs and Staff Reports\Professional Services Agreements\PSA with RBF for RDO and Ocean Ranch Intersection.doc

(Revised 10-2011)

ACKNOWLEDGMENT

State of California
County of San Diego)

On May 5, 2014 before me, Andrea Sanders
(insert name and title of the officer)

personally appeared Scott Taylor,
who 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/~~s~~he/~~th~~ey executed the same in his/~~h~~er/~~th~~eir authorized capacity(i~~es~~), and that by his/~~h~~er/~~th~~eir signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Sanders (Seal)

ANDREA SANDERS
Commission # 1947527
Notary Public - California
San Diego County
My Comm. Expires Aug 11, 2015

ACKNOWLEDGMENT

State of California
County of San Diego)

On May 14, 2014 before me, Sally K. Davies-Williams
(insert name and title of the officer)

personally appeared Richard A. Rubin, Assistant Secretary,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

S. K. DAVIES-WILLIAMS
Commission No. 2051551
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires December 12, 2017
CNB1