



# Council Agenda Report

**From:** Freda Berman, Maintenance Superintendent  
**Subject:** Award Contract for Median/Parkway Landscape Maintenance  
**Date:** April 18, 2017

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## Facts

1. The City maintains landscape medians and parkways throughout City limits; locations range from the Spring Street on/off ramps to Niblick Road to Union Road to Creston Road at North/South River Road to Theater Drive and Alexa Court.
2. In July 2013 City Council approved contract maintenance of a portion of the City's medians and parkways due to reduced staffing levels. In the years since the original approval, the scope of work, both in terms of the number of sites and technical requirements, have changed. Monthly service at 18 locations is included in the revised work scope for an initial contract term of one year with the option to renew for three additional years.
3. Additionally, based on recent claims tendered to other cities in our insurance pool, the City's insurance authority recommended that an add alternate be included increasing Commercial General Liability limits to \$2,000,000 each occurrence and \$4,000,000 general aggregate.
4. Bid documents for median and parkway landscape maintenance were prepared and advertised for bid on February 6, 2017.
5. Bids were received and opened on March 30, 2017 as follows:

	<u>Base Bid</u>	<u>Add Alternate</u>
Oakridge Landscape Inc.	\$ 37,284	\$ 1,800
Martinelli Landscape Construction, Inc.	\$ 44,700	\$ 725
Landmark Landscape Company Inc.	\$ 79,240	\$ 24,000

## Options

1. Do nothing;
2. Award a contract for median and parkway landscape maintenance to Oakridge Landscape Inc..
3. Direct staff to pursue a different approach.

## Analysis and Conclusions

Reduced Parks staffing has necessitated contractor landscape maintenance for City medians and parkways since 2013. Eighteen locations will receive monthly service at a first-class landscape industry standard.

Staff reviewed the low bid from Oakridge Landscape Inc. and found it to be a responsive and responsible bid.

## Fiscal Impact

The City's Fiscal Year 2016/17 and 2017/18 Street Trees-Medians-Planters budgets include sufficient funding for the project.

## Recommendation

1. Authorize the City Manager to enter into an agreement with Oakridge Landscape Inc. for Median and Parkway Landscape Maintenance, including the add alternate, in the amount of \$39,084.
2. Authorize the City Manager and City Attorney to make minor adjustments to the agreement, if needed, remaining fully consistent with the Council's intent.

**Attachments**

1. Bid – Oakridge Landscape Inc.
2. Median/Parkway Landscape Maintenance Maps

**BID FORM**

**CONTRACT PROPOSAL  
TO  
CITY OF EL PASO DE ROBLES**

**FOR**

**MEDIAN/PARKWAY LANDSCAPE MAINTENANCE  
DPW PROJECT NO. 17-01**

Name of Bidder: OAKRIDGE LANDSCAPE INC.  
Contact Person: ANDRE BOUWENBERTS  
Business Mailing Address: 28064 AVENUE STANFORD, UNIT #K  
Business Street Address: VALENCIA CA 91355  
Telephone: (661)-295-7228 Fax: (661)-295-7230

**TO THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES:**

Pursuant to and in compliance with your Notice Inviting Informal Bids for **Median/Parkway Landscape Maintenance, DPW Project No. 17-01**, and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the City of El Paso de Robles all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete said work, all in strict conformity with the Contract Documents, including Addenda Nos. 1, and \_\_\_\_\_ on file in City Hall, for the total price of thirty-seven thousand two hundred eighty-four dollars (\$ 37,284.00 ), which is in agreement with the unit prices in the Bid Schedule, hereinafter set forth.

Bidder declares that the only persons or parties interested in this proposal are those named herein, and that this proposal is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the City, in strict conformity to the Contract Documents, in the form set forth in the Contract Documents, and will perform the entire work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.

**MUST BE SUBMITTED WITH BID**

**BID SCHEDULE****MEDIAN/PARKWAY LANDSCAPE MAINTENANCE  
DPW PROJECT NO. 17-01**

In accordance with the City's Notice Inviting Informal Bids, the undersigned hereby purposes and agrees that on award by the City of El Paso de Robles in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for **Median/Parkway Landscape Maintenance, DPW Project No. 17-01**, in accordance with the Contract Documents therefore adopted and on file with the City of El Paso de Robles, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

NO.	ITEM DESCRIPTION	UOM	EST. QTY.	UNIT PRICE	LINE ITEM COST
1.	South Spring Street off ramp	Service Visit*	12/year	145.00	1,740.00
2.	1 <sup>st</sup> Street – 4 corners	Service Visit*	12/year	145.00	1,740.00
3.	1 <sup>st</sup> to 3 <sup>rd</sup> Streets – parkway & 3 <sup>rd</sup> Street median	Service Visit*	12/year	105.00	1,260.00
4.	Flamson parkway	Service Visit*	12/year	75.00	900.00
5.	24 <sup>th</sup> Street medians east & west of Spring Street	Service Visit*	12/year	43.00	516.00
6.	34 <sup>th</sup> to 36 <sup>th</sup> Street median	Service Visit*	12/year	43.00	516.00
7.	36 <sup>th</sup> Street on ramp / off ramp area	Service Visit*	12/year	145.00	1,740.00
8.	Union Road median – Riverglen Drive to Kleck Road	Service Visit*	12/year	645.00	7,740.00
9.	Creston Road at North / South River Road intersection	Service Visit*	12/year	795.00	9,540.00
10.	Cedarwood / Creston planter	Service Visit*	12/year	65.00	780.00
11.	Scott Street medians – Westfield Road to Airport Road	Service Visit*	12/year	145.00	1,740.00
12.	Airport Road medians – Brookhill Drive to Pioneer Trail Road	Service Visit*	12/year	75.00	900.00
13.	PG& E corner	Service Visit*	12/year	145.00	1,740.00
14.	Niblick Road medians – Quarterhorse Lane to Melody Drive	Service Visit*	12/year	145.00	1,740.00
15.	South side of Niblick Road – trees across from Paso Robles High School	Service Visit*	12/year	75.00	900.00

**BID FORM**

NO.	ITEM DESCRIPTION	UOM	EST. QTY.	UNIT PRICE	LINE ITEM COST
16.	North side of Niblick Road – Quarterhorse Lane to Appaloosa Drive	Service Visit*	12/year	63.00	756.00
17.	North side of Niblick Road – east boundary of Paso Robles High School to Rosemary Drive	Service Visit*	12/year	43.00	516.00
18.	Theater Drive and Alexa Court	Service Visit*	12/year	210.00	2520.00
				TOTAL BASE BID:	37,284.00

\*A "Service Visit" is defined as the following services described in the Technical Specifications: Section 01 – General, Section 02 – Sites, Section 03 – Litter Control, Section 04 – Median/Parkway Hardscape, Section 05 – Pest Control, Section 06 – Turf Maintenance, Section 07 – Ground Cover Maintenance, Section 08 – Shrub and Shrub Bed Maintenance, Section 09 – Turf Maintenance, Section 10 – Weed Control Miscellaneous Areas, Section 11 -- Irrigation

BASE BID: \$ 37,284.00  
(in numbers)

BASE BID Thirty-seven thousand two hundred eighty-four dollars  
(in words)

Bid amount of each bid item must be filled in and completed in ink.

In the event of a conflict between the numbers given in figures and in words, the words shall control.

Because the Contract Documents specify alternate bid items, the following Alternate Bid amounts shall be added to or deducted from the Base Bid Price entered above, at the City's sole option. City can choose to include any, all or none of the Alternate Bid items in the Work. If City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. City can award/select Alternate Bid items at any time(s).

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1 <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct Delete Scott Street medians – Westfield Road to Airport Road	one thousand seven hundred forty	\$1,740/yr
ALTERNATE #2 <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct Delete Airport Road medians – Brookhill Drive to Pioneer Trail	Nine hundred	\$900/yr
ALTERNATE #3 <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct Delete North side of Niblick Road – Quarterhorse Lane to Appaloosa Drive	seven hundred fifty-six	\$756/yr
ALTERNATE #4 <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct Theater Drive and Alexa Court	Two thousand five hundred twenty	\$2,520/yr
ALTERNATE #5 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct Higher Insurance Limits: added cost of Commercial General Liability policy with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate	one thousand eight hundred	\$1,800/yr

**BID FORM**

EXTRA WORK*				
NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QTY.	UNIT PRICE
1.	General labor	Hour	1	\$ 30.00
2.	Irrigation Specialist labor	Hour	1	\$ 48.00
3.	15 gallon tree, planted, complete per specifications	Each	1	\$ 135.00
4.	5 gallon shrub, planted, complete per specifications	Each	1	\$ 32.00
5.	Flat 4" annual color, planted, complete per specifications	Each	1	\$ 32.00
6.	Sod, planted, complete per specifications	SF	1	\$ 1.75

\*Extra Work is to be performed at the direction and with the written authorization of the City of Paso Robles. Each Extra Work item includes all labor, tax, materials, tools equipment, fuel and incidentals necessary to perform and complete the specified work.

Signature of Bidder: 

Signer's Name (printed): JEFF MYERS

Company Name (printed): Oakridge Landscape, Inc.

**MUST BE SUBMITTED WITH BID**



**CONTRACTOR'S EXPERIENCE AND FINANCIAL QUALIFICATIONS**

**MEDIAN/PARKWAY LANDSCAPE MAINTENANCE  
DPW PROJECT NO. 17-01**

The following statements as to the experience and financial qualifications of the bidder are to be submitted with the Contract Proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name, for 45 years. Experience in work of a nature similar to that covered in the Proposal extends over a period of 20 years.

The bidder, as a contractor, has successfully completed at least two (2) projects of like magnitude, comparable difficulty and rates of progress to the work, including: (list two or more projects).

OLD ORCHARD CONDO'S #4775/m  
L.A. County Public Works #5,089.06/m

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to the Contractor, except as follows: (name any and all exceptions and reasons therefor).

NONE

The bidder has satisfactorily completed the following contracts in the last three (3) years, for the owner indicated, and to whom reference is made (list five contracts). (Provide a contact person and telephone number for each project.)

YEAR	TYPE OF WORK	CONTRACT AMOUNT	CONTACT
<u>5/1/2009</u>	<u>LANDSCAPE MAINT.</u>	<u>\$333,335.88</u>	<u>DAVE ZINDESKI - 661-294-3620</u>
<u>1/1/2008</u>	<u>LANDSCAPE MAINT.</u>	<u>\$265,240.00</u>	<u>REBECCA WADE 310-573-1951</u>
<u>6/1/2008</u>	<u>LANDSCAPE MAINT.</u>	<u>\$406,800.<sup>00</sup></u>	<u>GONZALO VENEZAS 818-790-8882</u>

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTE: If Bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Bidder or other interested person is an individual, state first and last names in full.)

OAKRIDGE LANDSCAPE INC

Bidder/Contractor Name: JEFF MEYERS, PRES.

**MUST BE SUBMITTED WITH BID**

**BID FORM**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: OAKRIDGE LANDSCAPE INC.

DIR Registration Number: 1000008346

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: 

Name and Title: ERG Myser President

Dated: 3/24/2017

**MUST BE SUBMITTED WITH BID**



**BID FORM**

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS COMPENSATION**

PROJECT NAME:

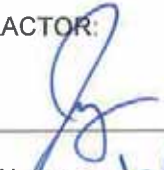
Labor Code Section 3700 states:

"Every employer, except the State, and all political subdivisions or institutions thereof, will secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am 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, I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR:

By:   
Printed Name: Jeff Myers  
Title: President  
Date: 3/24/17

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by Contractor, with City prior to performing any work under this contract.)

**MUST BE SUBMITTED WITH BID**



CITY OF EL PASO DE ROBLES  
"The Pass of the Oaks"

**BID ADDENDUM NO. 1**

Median/Parkway Landscape Maintenance

DPW PROJECT NO. 17-01

BID ADDENDUM ISSUE DATE: March 16, 2017

BID OPENING: March 30, 2017 at 2:00 PM

**NOTE: IT IS NECESSARY TO INCLUDE A SIGNED BID ADDENDUM WITH YOUR BID PROPOSAL IN ORDER FOR THE PROPOSAL TO BE DEEMED RESPONSIVE**

I acknowledge receipt of this Bid Addendum, which consists of these 2 pages with additional information and clarification. I further acknowledge that the Bid Proposal submitted for this project incorporates the information contained in this Bid Addendum.

Company Name: Oakridge Landscape, LLC  
Signature: [Signature]  
Title: Business Developer  
Date: 3/27/2017

Question 1: Per section 08, Shrubs shall be pruned according to their natural growth. Will it be required to hard prune the ground cover roses back to a 16"+/- ball each winter?

Response: Section 01 of the Technical Specifications states that the level of maintenance will present a first-class, landscape industry standard at all times. Section 08 states that all shrubbery shall be pruned to encourage healthy growth habits for shape and appearance according to accepted industry standard. It is an accepted landscape industry standard to annually prune groundcover roses by approximately one-third during the winter months.

Question 2: Per section 09, Will it be required to prune the Olive trees to 8' walking clearance or will there be a different requirement for the Olive trees in non-pedestrian areas?

Response: Trees not within the immediate vicinity of roadways, pathways or sidewalks are exempt from the 8' pedestrian clearance pruning requirement.

Question 3: Per section 11, it does not directly state that irrigation will be billed as an extra. Will irrigation repairs be extra work?

Response: The irrigation work required by this contract is as stated in Section 11 – inspecting and testing irrigation systems in areas where those systems exist. Any other irrigation work would be billed as an extra, subject to prior approval by the City of Paso Robles.

Question 4: Per section 11, Will the Rain Master controllers for this project be programmed by the City?

Response: The irrigation work required by this contract is as stated in Section 11 – programming irrigation controllers is the responsibility of the City of Paso Robles.

Question 5: Per the information for bidders No. 22 performance and payments bonds will be required but in sample documents Exhibit “C” it states that no performance or payment bonds will be required. Will performance and payment bonds be required for this project?

Response: Performance and Payment bonds are not required for this project.

# # #

**Bid Bond**

**[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]**

The makers of this bond are, Oakridge Landscape, Inc., as Principal, and SureTec Insurance Company, as Surety and are held and firmly bound unto the City of El Paso de Robles, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated March 30th, 20 17, for Median/Parkway Landscape Maintenance, DPW Project No. 17-01.

If the Principal does not withdraw its Bid within the time specified in the Contract; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 21st day of March, 20 17, the name and corporate seal of each corporation.

(Corporate Seal)

Oakridge Landscape, Inc.  
Contractor/ Principal  
By [Signature]  
Title PRESIDENT

(Corporate Seal)

SureTec Insurance Company  
Surety  
By [Signature]  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jennifer K. Green, Attorney-In-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary 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

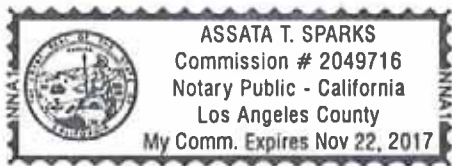
County of Los Angeles

Bid Bond No.: N/A

On March 21st , 2017 before me, **Assata T. Sparks, Notary Public**, personally appeared Jennifer K. Green, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



  
\_\_\_\_\_  
Assata T. Sparks, Notary Public



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer K. Green

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

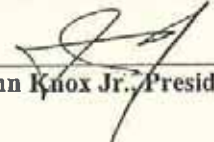
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 5<sup>th</sup> day of May, A.D. 2014

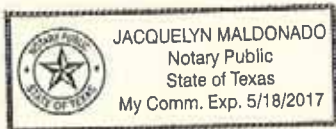
SURETEC INSURANCE COMPANY

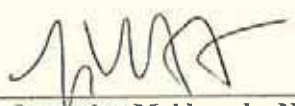
By:   
John Knox Jr., President



State of Texas            ss:  
County of Harris

On this 5<sup>th</sup> day of May, A.D. 2014 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21<sup>st</sup> day of March, 2017, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

*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 Los Angeles**

**On March 24, 2017, before me, Susan L. Meza, Notary Public, personally appeared Jeffrey Myers, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person 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.**

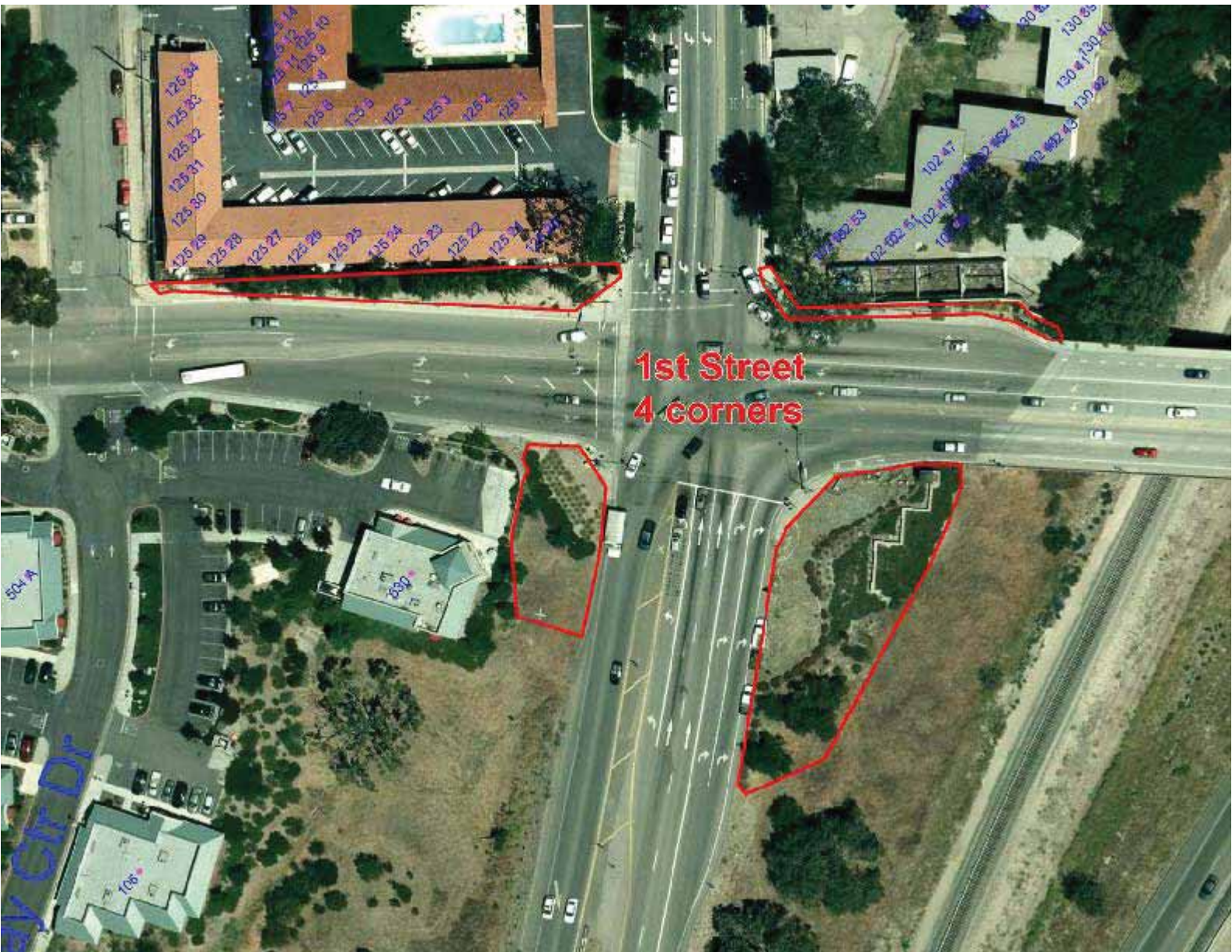
**Witness my hand and official seal.**



  
Susan L. Meza, Notary Public































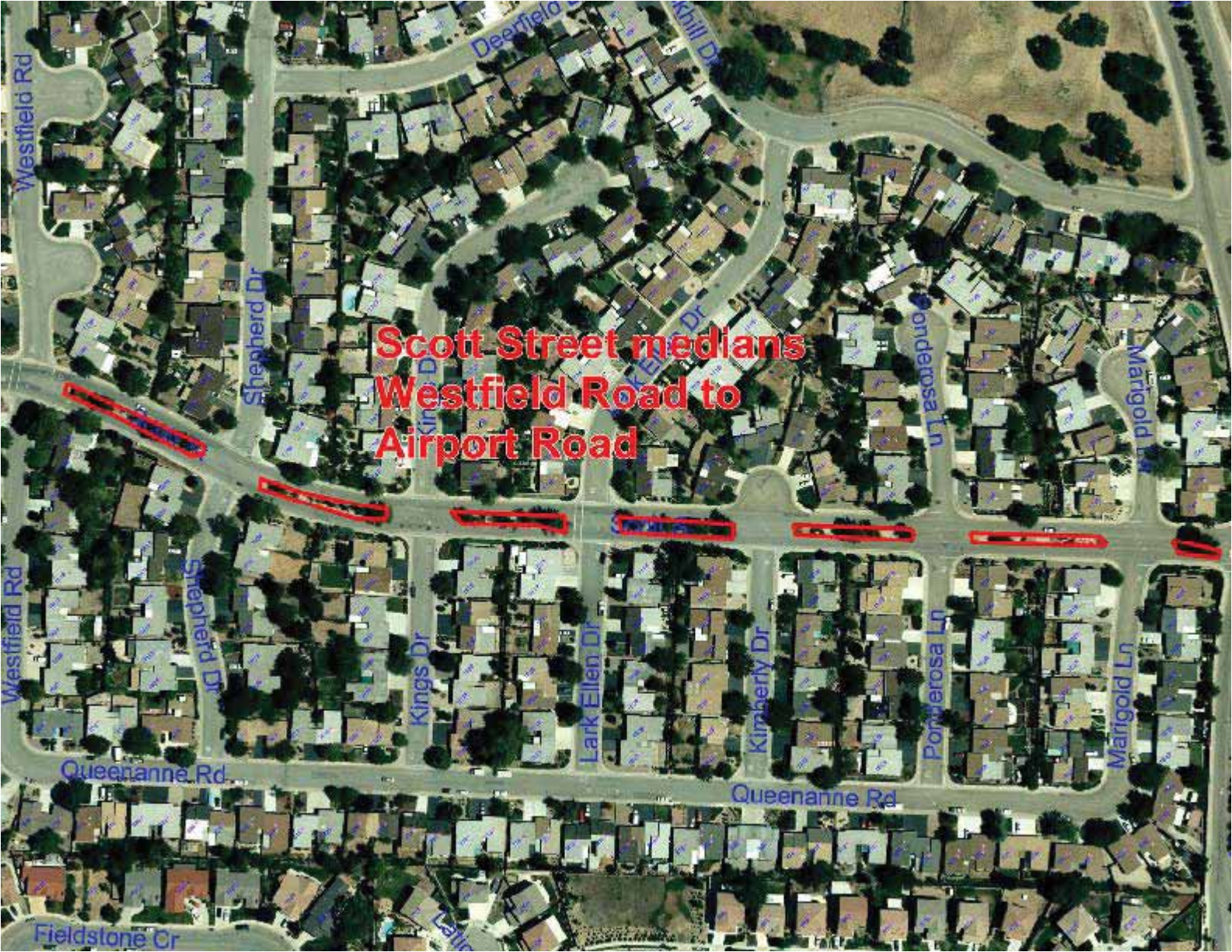








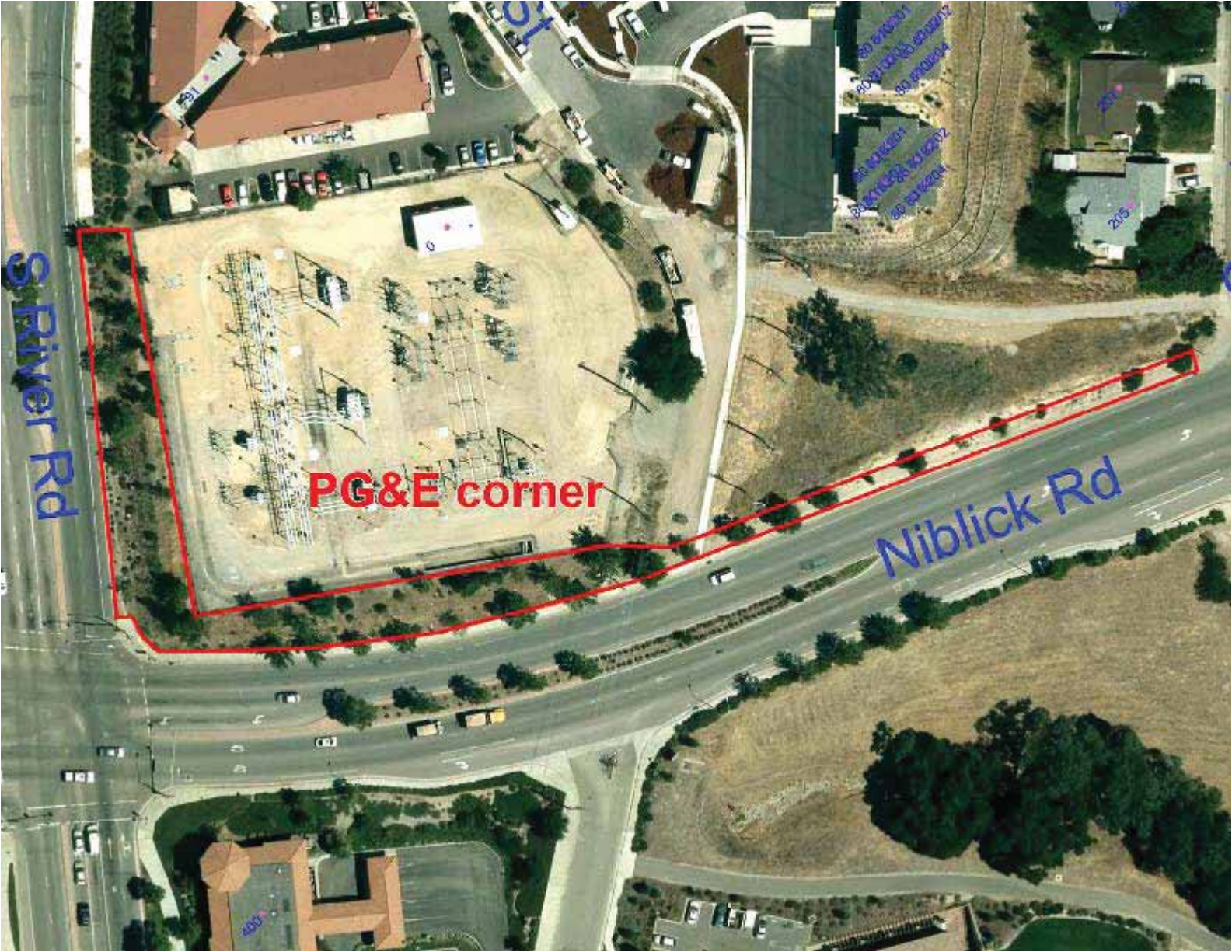
















**Niblick Road medians  
Quarterhorse Lane to  
Melody Drive**











