

Plaza San Pablo Roadway Improvements Phases 3 & 4 Project

MAGGIORA & CHILDTTI, INC. ("Bidder") hereby submits this Bid Proposal to the City of San Pablo ("City") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

- 1. Base Bid. Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price ("Base Bid"): \$ 1,619,824.00
- 2. Addenda. Bidder acknowledges receipt of the following addenda:

Addendum: #01	Date Received:	Addendum: #05	Date Received:
#02		#06	
#03	_ _	#07	
#04		#08	

- 3. Bidder's Warranties. By signing and submitting this Bid Proposal, Bidder warrants the following:
 - Examination of Contract Documents. Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents subject to the limitations of Public Contract Code Section 1104.
 - 3.2 Examination of Worksite. Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
 - 3.3 Bidder is Qualified. Bidder is fully qualified to perform the Work.
 - Responsibility for Bid. Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.
- Award of Contract. By signing and submitting this Bid Proposal, Bidder agrees that within ten days following written notice from City staff regarding intent to recommend the City Council award the Contract to Bidder, and attaching a copy of the Contract form based on Bidder's Bid Proposal, Bidder will do all of the following:
 - 4.1 Execute Contract. Execute and submit to City the Contract provided by City;
 - 4.2 Submit Required Bonds. Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
 - 4.3 Insurance Requirements. Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

	awarded the Contract, it will perform its obligations osing bid security in the amount of ten percent of its form:					
A cashier's check or certified \$	A cashier's check or certified check payable to City and issued by Bank in the amount of					
	ond form included with the Contract Documents, d by a surety licensed to do business in the State of					
This Bid Proposal is hereby submitted on	February 22 , 2017:					
s/ COUNTED	Name and Title [print]					
(s/	Name and Title [print]					
Company Name	226767 A License # and Classification					
	DIR Registration #					
555 Dubois ST. Address	(415) 459-8640 Phone					
SAN RAFACL, CA 94901 City, State, Zip	(415) 459-2065 Fax					

Iran Contracting Act. Bidder certifies that it is not identified on a list created under the Iran Contracting Act, Public Contract Code 2200 et seq. (the "Act") as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

END OF BID PROPOSAL

UPDATED BID SCHEDULE Plaza San Pablo Roadway Improvements Phases 3 & 4 PROJECT NO. PSP - 3&4

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. The unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal Form. See Instructions to Bidders for further information.

BID ITEM NO.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT	EXTENDED TOTAL AMOUNT	
1- GENERAL					7 AMIC GIVI	
1.01	Mobilization	LS	1	25,000	25,000	
1.02	Clearing, Grubbing and Removal	LS	1	30,000	30,000.	
1.03	Storm Water Pollution Prevention Plan	LS	1	2,000.	2,000.	
1.04	Traffic Control and Construction Area Signs	LS	1	30,000	30,000.	
Subtotal	\$				87,000	
2- DEMOLITION						
Conc. Curb, Gurb,		1,885	SF	\$ 15.	\$ 28,275.	
2.02	2.02 Asphalt Concrete Curb		LF	\$ 5.	\$ 2,750.	
Asphalt Concrete 2.03 Pavement only (5" thick)		3,140	SF	\$ 3.	\$ 9,420.	
2.04	Asphalt Concrete Pavement & Baserock	18,480	SF	\$3,50	\$ 64,680.	
2.05	Concrete Retaining Wall	2	LF	\$ 600.	\$ 1,200.	
2.06 Street Light (Public & Private)		5	EA	\$ 900.	\$ 4,500.	
Subtotal	\$				110,825.	
3- EARTHWORK WITHIN PUBLIC RIGHT-OF- WAY/ACCESS EASEMENT						
3.01	Finish Grading	32,200	SF	\$5.15	\$ 165,830	

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3.02	Excavation & recompact on-site	1,300	CY	\$ 57.	\$ 74,100.
3.03	Import Select Fill Material	1,300	CY	\$ 33.	\$ 42,900.
3.04 Unsuitable Materials (Revocable)		100	CY	\$ 100.	\$ 10,000.
3.05	Erosion Control	1	LS	12,917.	
Subtotal	\$			10) 101	305,747,
4- STORM DRAINAGE					
4.01	Storm Drain Cleanout	4	EA	\$ 1000.	\$ 4,000.
4.03	6" SDR-35 PVC Solid Pipe	225	LF	\$ 70.	\$ 15,750.
4.02	6" SDR- 35 Perforated PVC Pipe	120	LF	\$70.	\$ 3,400.
4.04	Roof Drain		EA	\$1200.	
Subtotal	\$				34,150.
5- SANITARY SEWER					<i>5</i> 4130.
5.01	8" COOO BVC Sower		LF	\$ 300.	\$ 12,300.
5.02	Tio Lateral Into		EA	\$2,000.	\$ 2,000.
Extend SSCO to 5.03 new sidewalk elevation		3	EA	\$ 700.	\$ 2,100.
5.04 Extend existing Sanitary Sewer Manhole Rim to new Pavement Elevation		1	EA	\$ 1200.	\$ 1,200.
Sheeting, Shoring, 5.05 Bracing (Excavations Deeper Than 5')		1	LS	\$ 2500.	\$ 2,500.
Subtotal				, i	20,100.
6- STREET IMPROVEMENTS	6- STREET				
6.01	Std. Conc. Curb &		LF	\$ 55.	\$ 19,800.
Standard Concrete 6.02 Curb (Including Baserock)		954	LF	\$ 30.	\$ 28,620.

					800 - W
6.03	Perf. Concrete Curb			¢	œ.
0.03	& Gutter (Inc. Baserock)	101	LF	\$190.	\$19,190.
6.04	Bioswale/Perforated				
6.04	Concrete Curb	129		\$150.	\$ 19,350.
6.05	Concrete Sidewalk			\$	\$.
0.00	(Including Baserock)	8,372	SF	\$ 12.	\$ 100,464.
6.06	Concrete Driveway	500	05	\$ 20.	\$ 10,440.
	(Including Baserock)	522	SF		10,970.
6.07	Concrete Valley Gutter (Including			•	Q
0.07	Baserock)	798	SF	^{\$} 25.	\$ 19,950.
- C 00	Hot Mix Asphalt				
6.08	Concrete (HMA)	514	TONS	\$ 146.	\$ 75,044.
	Class 2 Agg. Base				3.
6.09	(beneath Asphalt			\$ 65.	\$ 76,050.
	Pavements)	1,170	TONS	62.	10,030.
0.40-	Pedestrian Ramp			_	
6.10a	(Including Baserock)	2		\$ 7500.	\$ 22,500.
	Type A Pedestrian Ramp	3	EA	(30)	
6.10b	(Including Baserock)			•	\$ 11 010
G. 102	Type C	2	EA	\$55W.	\$ 11,000.
C 44	Survey Street	_			- 11
6.11	Monuments	3 EA \$ 3800		\$ 3800.	\$ 11,400.
6.12	Guard Rail	124	LF	\$ 110.	\$ 13,640,
	Vegetated Swale				,
6.13	Concrete Check			\$ 1700.	\$ 3,000.
	Dams	2	EA	1 400.	3,000
6.44	Vegetated Swale				
6.14	Class 2 Permeable	60	TONS \$ (50.	\$150.	\$ 9,000.
C 15	Rock	60		0 11 00	
6.15	Slurry Seal	3030	SY	\$ 4,80	\$ 14,544.
6.16	Roadway Striping		1.0	\$15,000.	\$ 15,000.
C. det et el	and Signage	1	LS	13,000	4111000
Subtotal	\$				1968,992.
7- LANDSCAPE			fal.	1,000.	1,000.11
7.1	2/3" River Rock	1	CY	\$ 500.	\$ 500
	Irrigation System				
	(including controller,				
7.2	backflow, flow			\$	\$
	sensor, laterals and			35,000.	35,000.
	mainline)	1	LS	•	
	Landscaping Planting (including,				
7.3	but not limited to,			s	\$
	planting, ground			39,000.	39,000.
	cover, mulch, trees,	1	LS	יסטטנו בי	71,000

	soil preparation, soil amendment, bio- retention soil, soil testing)			
7.4	Landscape Maintenance – 120 Days	1	LS	\$ 2,000, \$ 2,000, 77,000,
Subtotal	\$			77,000.
8- JOINT TRENCH, ELECTRICAL SERVICE and GAS SERVICE				
8.1	Joint Trench (trenching, backfill)	1	LS	\$ 272,000\$ 272,000.
8.2	Vaults, Splice Boxes (Excavate Only)	1	LS	\$ 33,000,\$ 33,000.
8.3	Vaults, Splice Boxes (Supply and Install)	1	LS	\$81,000,\$ 81,000.
8.4	Conduits (Supply and Install)	1	LS	\$15,000, \$ 15,000.
8.5	Electrical System	1	LS	\$ 10. \$ 10.
8.6	Gas System	1	LS	\$15,000,\$15,000.
8.7	Street Lighting	1	LS	\$100,000,\$ 100,000.

BIDDER NAME: MACACIORA & CHILOTTI, INC.

END OF BID SCHEDULE

SUBCONTRACTOR LIST

For each Subcontractor who will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price, 1 the bidder must list a description of the work, the name of the Subcontractor, its California contractor license number, the location of its place of business and DIR registration number. In the far right column indicate the amount of the Work (in dollars) to be performed by each listed subcontractor. **Note to Bidders: Please print legibly. Illegible forms may be rejected.**

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	NAME CONTRACTOR		NAME CONTRACTOR OF		NAME CONTRACTOR OF		NAME CONTRACTOR OF		DIR REG. NO.	AMOUNT OF WORK	
Concrete	MURGIA, STRANGE & CHIALMERS	472376	Vaueso, CA	VALUESO, CA 1000010948								
Renting 4 Intigation	MARINA LANDSCAPE	492862	Lopi, CA	1000000079	\$ \$ 72,000.							
STREET LIGHT ELECTRICAL JUINT TRENCH & GAS	ST. FRANCIS ELECTRIC	1003811	Sanleanora,	1000022208	\$ 510,910 \$							
GUARDZAIL	Able Fence	409607	Petaway,	A 1000005997	\$ 11,700.							
schery beac	Graham	315789	SANJOSECA	1000006175	\$ 14,393 \$							
striping \$ signs	Baysine Stripe	883985	PETALUMA, CA	1000001757	\$ 14,250 \$							
Survey	Ridgerine	L8513	STORTON, CA	10000 39 537	\$ 14430							

END OF SUBCONTRACTOR LIST

Plaza San Pablo Roadway Improvements Phases 3 & 4 Project PSP-3&4

¹ For street or highway construction this requirement applies to any subcontract of \$10,000 or more.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I am the <u>President</u> of <u>Macking 4 GHIUM in the party making</u> the foregoing bid.
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has no paid and will not pay, any person or entity for such purpose.
This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C Section 112.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [date], at [city],
Name and Title [print]
END OF MONCOLLISION DECLARATION

The undersigned declares:

BID BOND



	("Bidder") has submitted a
bid, date	ed, 20, ("Bid"), to the City of San Pablo ("City")
for work	on the Plaza San Pablo Roadway Improvements Phases 3 & 4 Project ("Project").
	nis duly executed bid bond ("Bid Bond"), Bidder as Principal and
	, its surety ("Surety").
(the "Bo	and to City as obligee in the penal sum of ten percent of the maximum amount of the Bid and Sum"). Bidder and Surety bind themselves and their respective heirs, executors, trators, successors and assigns, jointly and severally, as follows:
	eneral. If Bidder is awarded the Contract for the Project, Bidder will enter into the ontract with the City in accordance with the terms of the Bid.
	ubmittals. Within ten days after City staff transmits the Contract to Bidder, as the oparent low bidder, for execution, Bidder must submit to City the following:
2.	1 Contract. The executed Contract, using the form transmitted by City;
2.	Payment Bond. A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
2.	Performance Bond. A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
2.	Insurance. The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions to Bidders.
	nforcement. If Bidder fails to execute the Contract and to submit the bonds and surance certificates as required by the Contract Documents. Surety quarantees that

insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn:	
Address:	
City/State/Zip:	
Phone:	
Fax:	
Email: _	

4. Duration; Waiver. If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 90 days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code Sections 2819 and 2845.

[Signatures are on the following page.]

This Bid Bond is entered into and effective on	, 20
SURETY:	
s/	
Name:	
Title:	
(Attach Acknowledgement, Notary Seal, and Attorney-In	-Fact Certificate)
CONTRACTOR:	
s/	
Name:	
Title:	

END OF BID BOND

BID BOND

Magg	<u>iora and</u>	Ghilotti,	Inc.		("Bidder") has submitted
bid, dated	February	22nd	, 2017	("Bid"), to the C	City of San Pablo ("City")
					& 4 Project ("Project").
Under this duly The Ohio	executed l	oid bond ("Bid y Insurance	Bond"), Bidder Company	r as Principal and	l , its surety ("Surety"),
(the "Bond Sun	n"). Bidder	and Surety b	ind themselves		imum amount of the Bid tive heirs, executors,

- 1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with the City in accordance with the terms of the Bid.
- **2. Submittals.** Within ten days after City staff transmits the Contract to Bidder, as the apparent low bidder, for execution, Bidder must submit to City the following:
 - **2.1 Contract.** The executed Contract, using the form transmitted by City;
 - **2.2 Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - **2.3 Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
 - **2.4 Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions to Bidders.
- 3. Enforcement. If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Christine Lloyd
Address: 71 Stevenson Street, Suite 600
City/State/Zip: San Francisco, CA 94105
Phone: 415-537-2503
Fax: 415-777-1307
Email: Christine.Lloyd@libertymutual.com

4. Duration; Waiver. If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 90 days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code Sections 2819 and 2845.

[Signatures are on the following page.]

This Bid Bond is entered into and effective on _	February 22r	nd 20 <u>17</u>
SURETY:		
The Ohio Casualty Insurance Compan	y	
s/ Ilnay Jageman	<u> </u>	
Name: Jenny Halgemann U		
Title: Attorney-in-Fact		
(Attach Acknowledgement, Notary Seal, and At	torney-In-Fact Ce	ertificate)
CONTRACTOR:	- 001	
MACKIORA CHILOTILLA	MA	
s/ Will City	TU	
Name: Graphy Githioth		
Title: Posside +		

END OF BID BOND

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company Certificate No. 7355730

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jenny Hagemann; Paul Ramatici; Sandra J. Dunaway; Tom Griffith

all of the city of PETALUMA state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of May 2016



STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

West American Insurance Company David M. Carey, Assistant Secretary

On this 5th day of May 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA



Notarial Sea Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017 Member, Pennsylvania Association of Notaries

American Fire and Casualty Company

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 221 day of Febru



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To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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.

validity of that document.
State of California County of Sonoma
On February 22200 before me, Mary Daverin - Notary Public (insert name and title of the officer)
(insert name and title of the officer)
personally appearedJenny Hagemann
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. MARY DAVERIN Commission # 2053517 Notary Public - California Sonoma County My Comm. Expires Jan 22, 2018
Signature (Seal)