



WEST VALLEY WATER DISTRICT
855 W. Base Line Road, Rialto, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

**ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING
AGENDA**

TUESDAY, OCTOBER 17, 2023 - 6:00 PM

NOTICE IS HEREBY GIVEN that West Valley Water District has called a meeting of the Engineering, Operations and Planning Committee to meet in the Administrative Conference Room, 855 W. Base Line Road, Rialto, CA 92376.

BOARD OF DIRECTORS

**President Gregory Young, Chair
Director Angela Garcia**

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wwvd.org.

If you require additional assistance, please contact administration@wwvd.org.

I. CALL TO ORDER

II. PUBLIC PARTICIPATION

The public may address the Board on matters within its jurisdiction. Speakers are requested to keep their comments to no more than three (3) minutes. However, the Board of Directors is prohibited by State Law to take action on items not included on the printed agenda.

III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee
2. Award of Contract for Bloomington Ave Water Main Replacement Project to El-Co Contractors, Inc.

IV. ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering, Operations and Planning Committee Agenda at the District Offices on October 11, 2023.

Elvia Dominguez

Elvia Dominguez, Board Secretary



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: October 17, 2023
TO: Engineering, Operations and Planning Committee
FROM: Linda Jadeski, Director of Engineering
SUBJECT: AWARD OF CONTRACT FOR BLOOMINGTON AVE WATER MAIN REPLACEMENT PROJECT TO EL-CO CONTRACTORS, INC

BACKGROUND:

West Valley Water District (“District”) and San Bernardino County Department of Public Works (“County”), has partnered together to prepare plans and specifications for the Bloomington Avenue Water Main Replacement Project, located between Cedar Avenue and Larch Avenue in the community of Bloomington, as shown in the attached Exhibit A. The project was first conceptualized by the County when it identified an 8” ACP District water main in direct conflict with the proposed alignment of a 24” RCP storm drain and street reconstruction work, which the County was designing.

Understanding the District has prior rights in the area, the County agreed to fully fund the design, administration, inspection and construction costs for the project, which includes the relocation of approximately 630 lineal feet of water main, as well as the reestablishment of (12) service laterals and various appurtenances associated with the project.

DISCUSSION:

On September 20, 2023, a Request for Bids (“RFB”) was posted on PlanetBids for the Bloomington Ave Water Main Replacement Project and on October 05, 2023, (3) bids were received. A summary of the bids received are as follows:

Contractor	Bid
El-Co Contractors, Inc	\$318,545.00
MCC Pipeline, Inc	\$340,830.00
CP Construction, Inc	\$498,680.00

Staff has reviewed the bid information and confirmed that El-Co Contractors, Inc. is the lowest responsible and responsive bidder. Attached as Exhibit B is their bid for the project.

FISCAL IMPACT:

The District's Board of Directors approved a Reimbursement Agreement with the County at its regularly scheduled meeting on August 03, 2023, which secured that there will be no fiscal impact to the District. The County shall bear one hundred percent (100%) of the costs associated with the relocation of the water main, which includes design, administration, inspection and construction.

STAFF RECOMMENDATION:

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Award the contract to El-Co Contractors, Inc
2. Authorize the General Manager to execute all necessary documents.

Respectfully Submitted,

John Thiel

John Thiel, General Manager

DG:ls

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - El-Co Contractors, Inc Bid

EXHIBIT A

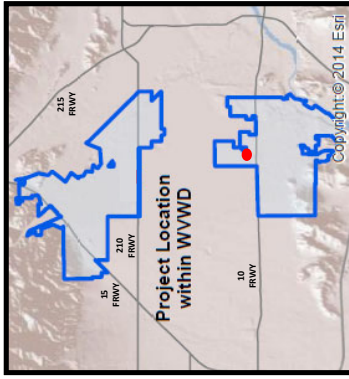


Exhibit A
Bloomington Ave Water Main Replacement



EXHIBIT B

WEST VALLEY WATER DISTRICT

**SECTION 2.3
OF
PROCEDURAL DOCUMENTS**

BID

Proposal of Bloomington Ave Main Replacement Project, hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as (a corporation), (a partnership) or (an individual)

a Corporation

*.

To the WEST VALLEY WATER DISTRICT, hereinafter called "District":

In compliance with your Request for Proposal and Information for Bidders, Bidder hereby proposes to perform all work for the installation of water facilities and appurtenances per attached material list and bid schedule in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated herein.

By submission of this Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within **One Hundred Eighty (180) working days** thereafter.

Bidder agrees with the District that if the Project is not fully completed within said time, he will pay as liquidated damages, the sum of **\$750.00** for each consecutive calendar day thereafter as provided in Section 3.15.03 of the General Conditions, and that this amount shall be presumed to be the amount of damages sustained by District in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

* Select applicable one

RESPECTFULLY SUBMITTED:

John Fuller
Signature

1995 Nolan Street
Address
San Bernardino CA 92407

Secretary / Gen. Mgr.
Title

10/5/23
Date

317093
Contractor's License No.

A, C34, C12, C61, C42
Type of License

95-2635613
Federal I.D. No.

(Seal – if Bid is by a Corporation)

ATTEST Sandra Carris

*INDICATES REVISION FOR ADDENDUM NO. 1

WEST VALLEY WATER DISTRICT

MATERIAL LIST
and
BID SCHEDULEPROJECT: ZONE 3 BLOOMINGTON AVENUE MAIN REPLACEMENT PROJECT

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

NO	ITEM	QTY	UNIT	UNIT COST	COST
1	Mobilization (including payment, performance and 2-year warranty bonds, and insurance)	1	LS	\$ 15,000.00	\$ <u>15,000.00</u>
2	Traffic Control and Plan (including all Permits and Requirements)	1	LS	\$ 15,000.00	\$ <u>15,000.00</u>
3	Furnish and Install 8" Ductile Iron Pipe Fully Restrained Class 350 with MJ Fittings per District Std W-1 and W-30.	610	LF	\$ 104.00	\$ <u>63,440.00</u>
4	Furnish and Install 8" Ductile Iron 90 Deg. Bend per Plan.	1	EA	\$ 10,000.00	\$ <u>10,000.00</u>
5	Furnish and Install 8" Gate Valve per District Std W-11.	7	EA	\$ 2,150.00	\$ <u>15,050.00</u>
6	Furnish and Install 8" Ductile Iron Tee per Plan.	2	EA	\$ 1,322.00	\$ <u>2,644.00</u>
7	Furnish and Install 8" Ductile Iron Cross per Plan.	1	EA	\$ 1,315.00	\$ <u>1,315.00</u>
8	Furnish and Install 8" x 6" Ductile Iron Reducer per Plan.	1	EA	\$ 650.00	\$ <u>650.00</u>
9	Furnish and Install 6" Gate Valve per District Std W-11.	1	EA	\$ 1,400.00	\$ <u>1,400.00</u>
10	Furnish and Install 6" Ductile Iron Pipe Fully Restrained Class 350 with MJ Fittings per District Std W-1 and W-30.	22	LF	\$ 280.00	\$ <u>6,160.00</u>
11	Furnish and Install Hot Tap on 6" Steel Pipe with Weld on Tapping Outlet per District Std W-19	1	EA	\$ 12,000.00	\$ <u>12,000.00</u>

*INDICATES REVISION FOR ADDENDUM NO. 1

12	Furnish and Install 8" Ductile Iron 45 Deg. Bend per Plan.	1	EA	\$ 786.00	\$ <u>786.00</u>
13	Furnish and Install 8" Ductile Iron Blind Flange per Plan.	3	EA	\$ 350.00	\$ <u>1,050.00</u>
14	Furnish and Install Hot Tap on 8" AC Pipe with Mueller H-619 MJ Tapping Sleeve per District Std W-28.	1	EA	\$ 13,000.00	\$ <u>13,000.00</u>
15	Furnish and Install 1" Water Service and Meter per District Std W-4 and Reconnect to Existing Customer Side.	11	EA	\$ 3,300.00	\$ <u>36,300.00</u>
16	Furnish and Install 2" Water Service and Meter per District Std W-5 and Reconnect to Existing Customer Side.	1	EA	\$ 22,000.00	\$ <u>22,000.00</u>
17	Cut, Plug and Abandon Existing Waterline per District Std. W-29.	3	EA	\$ 3,000.00	\$ <u>9,000.00</u>
18	Furnish and Install Thrust Block per District Std W-3 (A-D).	3	EA	\$ 250.00	\$ <u>750.00</u>
19	Abandon Existing Water Service per District Std W-29.	13	EA	\$ 750.00	\$ <u>9,750.00</u>
20	Remove and Install New 1" Meter and Box if Existing Shall be Relocated Behind New Sidewalk and Reconnect to Existing Customer Side.	5	EA	\$ 650.00	\$ <u>3,250.00</u>
21	Hydrostatic Testing, Chlorination and Bacteria Testing per District Specifications.	1	LS	\$ 9,500.00	\$ <u>9,500.00</u>
22	Trench, Excavate and Backfill per District Specifications and Std W-1.	2000	SF	\$ 10.00	\$ <u>20,000.00</u>
23	Compaction Testing and Report per District Specifications.	1	LS	\$ 4,000.00	\$ <u>4,000.00</u>
24	Paving per San Bernardino County Department of Public Works General Permit Conditions and Trench Specifications for Trench Cutt Butt-Joint Detail	2000	SF	\$ 20.00	\$ <u>40,000.00</u>
25*	Furnish and Install 8" CMLC Class 150, 10 GA Pipe.	20	LF	\$ 325.00	\$ <u>6,500.00</u>

TOTAL COST \$ 318,545.00

NOTE:

THIS MATERIAL LIST ONLY LISTS MAJOR MATERIALS AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INCLUDE IN HIS BID ALL MATERIALS REQUIRED TO COMPLETE THIS PROJECT IN A PROPER WORKMANSHIP MANNER.

*Use second sheet, if necessary, to list additional materials.

ADDENDA

Bidder acknowledges receipt of the following Addenda:

Addendum #1 Dated 9/27/23

_____ Dated _____

_____ Dated _____

_____ Dated _____

*, "a corporation", "a partnership", or "an individual" as applicable.

BIDDING SHEET

In the blanks provided, fill in the prices at which you propose to furnish the scheduled construction, including all labor, materials, equipment, work and methods necessary to complete the work, and all applicable sales and use taxes imposed pursuant to the laws of the State of California.

Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurements or units of work completed. When discrepancies occur between words and figures, the words shall govern.

Bidders are advised that they must include a proportional amount of overhead, profit, etc., within the Bid prices for each Bid, since the schedule of Bid under which award will be made, if made, will be determined by the Owner after the Bids have been received.

The Owner's policy is to award to the lowest responsive and responsible bidder. However, bidders are advised that the Owner reserves the right to reject any/or all Bids.

BID GUARANTIES

There is enclosed herewith cash, a cashier's check or certified check or bid bond in the sum of, not less than ten (10) percent of the base bid of Three hundred eighteen thousand five hundred forty-five dollars \$318,545.00, made payable to the West Valley Water District, and the undersigned Alvarez agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the bid guaranties and the money payable thereon shall be and remain the properties of the WEST VALLEY WATER DISTRICT.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Drawings and Specifications and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of and will observe all security regulations enforced at this facility.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et. seq., of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below, the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (1/2) of one (1) percent of the total Bid, and the portion of the Work which will be done by each Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the Work in excess of one-half (1/2) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portions himself and he shall not be permitted to subcontract that portion of the Work except under conditions permitted by law.

Subletting or subcontracting of any portion of the Work as to which no Subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

Trade	% of Work To Be Done	Subcontractor Name & Address	License Type & Number
		<i>None</i>	

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer</u>
<u>Pipes (All Sizes)</u>	<u>McWayne</u>
<u>Resilient Seat Gate Valves (RSGV)</u>	<u>Mueller</u>
<u>Butterfly Valves (BFV)</u>	<u>N/A</u>
<u>Service Material</u>	<u>Mueller</u>
<u>M.J Tapping Sleeve</u>	<u>Mueller/ Tylor</u>

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

CERTIFICATION

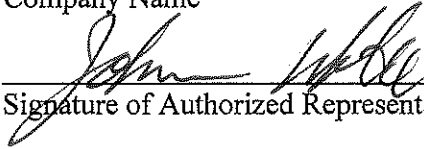
Labor Code - Section 1861

I, the undersigned Bidder, am aware of the provisions of Section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I, will comply with such provisions before commencing the performance of the Work of this Contract.

BIDDER:

El-Co Contractors, Inc.

Company Name



Signature of Authorized Representative

John Wiles

Name (Please Type)

Secretary / Gen Mgr.

Title

**CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT**

The Bidder represents that he has , has not participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has , has not filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

BIDDER:

El-Co Contractors, Inc.
Company Name


(Signature)

John Wiles
(Type Name)

Secretary / Gen. Mgr.
(Title)

CONTRACTOR'S LICENSING STATEMENT

I, the undersigned Contractor, am aware of Business and Profession Code Section 7028.15 and understands the information shown below shall be included with the bid. Any bid not containing this information, or information is subsequently proven to be false shall be considered non-responsive and shall be rejected.

Name of Contractor El-Co Contractors, Inc.
Business Address 1995 Nolan Street
San Bernardino CA
92407

Corporation organized under the laws of the State of California

State License No. 317093

State License Classification A, C34, C12, C42, C61

State License Expiration Date May 31, 2024

I certify under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

SIGNED *John [Signature]*
TITLE Secretary / Gen Mgr.
DATE 10/5/23

**NON -COLLUSION AFFIDAVIT
(PUBLIC CONTRACT CODE SECTION 7106)**

This document is to be included, executed, and returned with bid.

John Wiles, being first duly sworn, deposes and says that he or she
is Secretary / General Manager
(Title)
of El-Co Contractors, Inc.
(Company Name)

the party making the foregoing Bid; that the Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that said 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, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that 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, or paid and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

Signed: John Wiles
Secretary / Gen. Mgr.
Title

WEST VALLEY WATER DISTRICT

**SECTION 2.4
OF
PROCEDURAL DOCUMENTS**

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
 _____, as Principal, and
 _____, as Surety, are hereby
 held and firmly bound unto the **WEST VALLEY WATER DISTRICT**, as Owner in the penal
 sum of _____ Ten percent of amount bid
 for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves,
 successors and assigns.

Signed this 28th day of September, 2023.

This Condition of the above obligation is such that whereas the Principal has submitted to the
WEST VALLEY WATER DISTRICT a certain Bid, attached hereto and hereby made a part
 hereof to enter into a contract in writing for:

ZONE 3 BLOOMINGTON AVENUE MAIN REPLACEMENT PROJECT

NOW THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after acceptance, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension. In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses

PRINCIPAL: El-Co Contractors, Inc.

BY: *John Wiles*

TITLE: Sec/Gen Mgr - John Wiles

ATTEST (If Corporation):

By *Sandra Larnis*

Title Sec.

(Corporate Seal)

ATTEST:

By *Michael Duran*

Title CFO/Controller

(Corporate Seal)

SURETY: Nationwide Mutual Insurance Company

By *Cynthia J. Young*

Title Cynthia J. Young, Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is finances, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

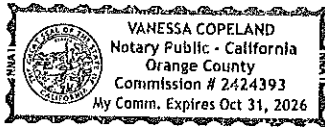
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On SEP 28 2023 before me, Vanessa Copeland, Notary Public, personally appeared Cynthia J. Young 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. Signature: [Handwritten Signature] 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 present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Cynthia J. Young

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

Signer Is Representing: _____

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: _____

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Nationwide Mutual Insurance Company1100 Locust StreetDes Moines IA 50391-2006(Name and Address of Agent or
representative in California, if
different from above)Alliant Insurance Services, Inc.685 East Carnegie Dr. Ste. 265San Bernardino, CA 92408(Telephone number of Surety
and Agent or Representative in
California)Surety: 310-975-5503

Alliant: 909-886-9861

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

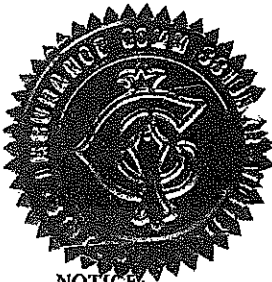
THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

NATIONWIDE MUTUAL INSURANCE COMPANY

of COLUMBUS, OHIO, organized under the laws of OHIO, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS insurance, as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 18TH day of APRIL, 1972, I have hereunto set my hand and caused my official seal to be affixed this 18TH day of APRIL, 1972.



By

RICHARDS D. BARGER
Insurance Commissioner
John J. Faber
JOHN J. FABER Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: ADRIANA VALENZUELA; CHRISTINA MOUNTZ; CYNTHIA J YOUNG; JAY P FREEMAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of September, 2023.

[Handwritten Signature]

Assistant Secretary