



WEST VALLEY WATER DISTRICT  
855 W. BASE LINE ROAD, RIALTO, CA 92376  
PH: (909) 875-1804 FAX: (909) 875-1849

REGULAR BOARD MEETING  
AGENDA

THURSDAY, OCTOBER 19, 2023  
CLOSED SESSION - 6:00 P.M. • OPEN SESSION – 7:00 P.M.

BOARD OF DIRECTORS

Gregory Young, President  
Daniel Jenkins, Vice President  
Angela Garcia, Director  
Kelvin Moore, Director  
Channing Hawkins, Director

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"In order to comply with legal requirements for posting of agendas, only those items filed with the Board Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

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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@wvwd.org](mailto:administration@wvwd.org).

If you require additional assistance, please contact [administration@wvwd.org](mailto:administration@wvwd.org).

## OPENING CEREMONIES

Call to Order  
Roll Call of Board Members  
Approval of Any Board Member Requests for Remote Participation  
Pledge of Allegiance  
Opening Prayer

## CLOSED SESSION

Public Participation on closed session matters  
CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
Paragraph (1) of subdivision (d) of Government Code Section 54956.9  
Name of case: John Rios v. West Valley Water District, Case No. CIVDS 1937224

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
Paragraph (1) of subdivision (d) of Government Code Section 54956.9  
Name of cases: Notices Of Proposed Class Action Settlement And Court Approval Hearings  
In re: Aqueous Film-Forming Foams Product Liability Litigation  
City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.,  
No. 2:23-cv-03230-RMG  
City of Camden, et al., v. 3M Company, No. 2:23-cv-03147-RMG

CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
Agency designated representatives: John Thiel, General Manager, Haydee Sainz, Human Resources Manager, Oliver Yee, Special Counsel  
Employee Groups: International Union of Operating Engineers, Local 12  
Report out of Closed Session

## ADOPT AGENDA

### PUBLIC PARTICIPATION

*Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.*

***Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.***

## **PRESENTATIONS**

1. 2023 Poster Contest Winners

## **CONSENT CALENDAR**

*All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.*

### **Consideration of:**

1. Approve Revised Fees for Hydrant Meter Rental and Deposit.
2. Approve Legal Invoice Payment to Atkinson Andelson Loya Ruud and Romo for Invoice #692121 for \$221.05.

## **BUSINESS MATTERS**

### **Consideration of:**

3. Award of Contract for Bloomington Ave Water Main Replacement Project to El-Co Contractors, Inc.

**REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).**

1. **Meeting Attendance Reports**
2. **Board Committee Reports**
3. **Board Members**
4. **General Manager**
5. **Legal Counsel**
  - Updates on current legal topics/best practice

## **UPCOMING MEETINGS**

- October 23, 2023 - External Affairs Committee Meeting at 6:00 p.m.
- October 25, 2023 - Finance Committee Meeting at 6:00 p.m.
- November 1, 2023 - Board of Directors Regular Board Meeting at 6:00 p.m.
- November 6, 2023 - Safety & Technology Committee Meeting at 6:00 p.m.

- November 7, 2023 - Policy Review & Oversight Committee Meeting at 6:00 p.m.
- November 13, 2023 - Human Resources Committee Meeting at 6:00 p.m.
- November 16, 2023 - Board of Directors Regular Board Meeting at 6:00 p.m.

#### **UPCOMING COMMUNITY EVENTS**

- October 28 - Design and Plants Workshop @ WVWD - 10 am - 12pm
- October 28 - Ayala Park Trunk or Treat - 5 pm - 8 pm
- November 4- Diseno y Planta @WVWD - 10 am - 12 pm
- November 12 - Rialto Run Around the Ricks - 5K Run/Walk - 7 am
- November 18 - Rialto Heritage Day - 11 am - 4pm
- November 30 - Fontana Tree Lighting Ceremony 6 pm - 8 pm
- December 9 - Family Friendly Wreath-Making Workshop @WVWD - 10 am - 12 pm
- December 9 - Fontana Christmas Parade 10 am
- December 9 - Festival of Winter (Fontana) 11 am - 4 pm

#### **UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES**

- October 22 - October 25, 2023 - CSDA Special District Leadership Academy, Santa Rosa
- October 23 SBCSD Monthly Meeting
- November 28 - November 30, 2023 - ACWA Fall Conference, Indian Wells

#### **ADJOURN**

#### **DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on October 12, 2023.

*Elvia Dominguez*

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Elvia Dominguez, Board Secretary

**Please Note:**

**Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at [www.wvwd.org](http://www.wvwd.org) subject to staff's ability to post the documents before the meeting.**

**Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Board Secretary, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.**





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** October 19, 2023  
**TO:** Board of Directors  
**FROM:** Joanne Chan, Director of Operations  
**SUBJECT:** APPROVE REVISED FEES FOR HYDRANT METER RENTAL AND DEPOSIT

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**BACKGROUND:**

While hydrants are most commonly used for fire suppression, West Valley Water District (District) allows builders and contractors to use fire hydrants for temporary water supply during constructions and for customers who need temporary water supply for permitted special events. An approved reduced pressure backflow prevention device may be required by the District for temporary water service per the District's cross connection control policy. The customer may rent a backflow device from the District or provide his or her own device. In either case, such device must be tested and approved by the District prior to any water being used through the device.

In addition to submitting a hydrant meter permit application, a minimum water use deposit toward monthly charges and water usage, a device test fee, and a deposit for all District equipment to be rented shall be paid, except for District job which only a deposit for District equipment shall be paid. The deposit amount shall be determined by the District based upon the replacement cost of all items rented, including administrative costs. Upon termination of temporary service, and return of all rented equipment, the District shall refund the deposit.

**DISCUSSION:**

During evaluation of the new hydrant meter permit, District staff discussed and ultimately proposed adjusting the fee amount for the deposit paid to checkout a temporary hydrant meter. The current fee amount for the deposit is not enough to cover the full replacement cost of a new hydrant meter or a new reduced pressure backflow prevention device. District staff is proposing to simply make the fee equal to the most current acquisition cost of a new equipment and evaluate the cost internally and make any hydrant meter deposit adjustments as needed. Attached as **Exhibit A** - Hydrant Meter Permit Application. Please see proposed fees below:

<b>Equipment</b>	<b>Current Deposit(s)</b>	<b>Proposed Deposit(s)</b>
2-inch Backflow Preventer	\$500	\$1,500
3-inch Hydrant Meter	\$950	\$1,800
4-inch Hydrant Meter	\$2,000	\$2,200

Additionally, a new hydrant meter permit application form for District job showing fees that are waived is created to streamline the process and avoid confusion. Attached as **Exhibit B** – Hydrant Meter Permit Application for District Job.

**FISCAL IMPACT:**

Assuming historical use patterns, District staff anticipates approximately \$24,500 in additional revenues resulting from the proposed changes annually.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve revised fees for hydrant meter rental and deposit.

Respectfully Submitted,

*John Thiel*

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John Thiel, General Manager

JT:jc

**ATTACHMENT(S):**

1. Exhibit A - Hydrant Meter Permit Application
2. Exhibit B - District Job Only Hydrant Meter Permit Application



# EXHIBIT A



### HYDRANT METER PERMIT APPLICATION

855 WEST BASE LINE RD  
RIALTO, CA 92376  
909-875-1804

**Instructions:** Please complete highlighted areas.

Meter #: \_\_\_\_\_ Make: \_\_\_\_\_ Size: \_\_\_\_\_ HM Deposit: \_\_\_\_\_ BF Deposit: \_\_\_\_\_  
Issue Date: \_\_\_\_\_ Issue Read: \_\_\_\_\_ Return Date: \_\_\_\_\_ Return Read: \_\_\_\_\_

Project/Job Name:	_____	Contact Phone #:	_____		
Project Location/Address:	_____	Cross/Street:	_____		
Customer Name:	_____	Customer Phone #:	_____		
Customer Address:	_____	City:	_____	State:	_____
Billing Info/Name:	_____	Billing Phone #:	_____		
Billing Address:	_____	City:	_____	State:	_____
The meter will be used for:	_____		District Job:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**A Reduced Pressure (RP) Backflow Prevention Device is required for all hydrant meters.**

I request use of a District backflow device for use with the hydrant meter (deposit required and fees apply)  YES  NO Test Fee: \_\_\_\_\_

Backflow make: \_\_\_\_\_ Model #: \_\_\_\_\_ Size: \_\_\_\_\_ Serial #: \_\_\_\_\_ Backflow inspected by: \_\_\_\_\_

The customer shall use all possible care to prevent damage to the meter, or any loaned facility of the District, which are involved in providing temporary service. Should a meter or other loaned facilities become damaged or stolen, the cost of replacement or repairs shall be the responsibility of the customer and will be billed accordingly. Tampering of a hydrant meter of any kind is a misdemeanor punishable by law and subject to fine. Seal wire damage or tampering shall result in forfeit of total deposit amount. Applicant shall provide the appropriate wrench necessary to operate fire hydrant valves.

**Customer shall abide by the District's Rules and Regulations.** Customer shall also, downstream of the meter connection, use and maintain fire hose, pipe, and fittings that are in good condition and repair leaks when they occur. Failure to do so will result in the District using its sole discretion to stop or terminate service. Additionally, during June, July, August, and September, the District at its sole discretion may only issue out 3-inch hydrant meters, require hydrant meters to be throttled down to 200 gallons per minute, and direct customer to either reduce or cease use for a period of time as identified by the District.

**Applicability and Duration of Service:** Applicable to temporary services, including hydrant connections of a non-permanent nature for construction or other purposes, and water for filling of sprayer tanks used for agricultural spraying, service shall be disconnected and terminated **within six (6) months** after installation, unless an extension of time is granted in writing by the District. **If we are unable to contact you for any thirty day period after receipt of the hydrant meter, your deposit will be forfeited and your water consumption shall be estimated.** A copy of this permit must be kept at the job site at all times. Hydrant meter and backflow prevention device must be made available for reading and/or inspection by District personnel at any time. The District requires the consumption rate for hydrant meters be measured in cubic feet, unless an agreement is made with the District in writing prior to the initiation of service. If the meter is relocated, a backflow test will be required. **Please allow 2 business days for hydrant meter installation or relocation. To close your account, please send request by email to backflow@wvwd.org.**

I have read the above provisions and agree to abide by them, along with the District's Water Service Rules and Regulations:

Customer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Driver's License # \_\_\_\_\_ Email \_\_\_\_\_

Authorized Signature for District Job: \_\_\_\_\_

OFFICE USE ONLY

Hydrant Meter Rental Inspection		Backflow Device Rental Inspection		Initial Deposits and Fees <sup>1</sup>	
Seal Wire:	OUT _____ IN _____	Test Cocks (4):	OUT _____ IN _____	Minimum Water Use Deposit	\$350 each meter
Male Threads:	OUT _____ IN _____	Shutoffs (2):	OUT _____ IN _____	2" Backflow Deposit	<del>\$500</del> \$1,500 each
Female Threads:	OUT _____ IN _____	Male Threads:	OUT _____ IN _____	3" Meter Deposit	<del>\$950</del> \$1,800 each
Meter Restrictor:	OUT _____ IN _____	Female Threads:	OUT _____ IN _____	4" Meter Deposit	<del>\$2,000</del> \$2,200 each
Strainer/Swivel:	OUT _____ IN _____	Handles:	OUT _____ IN _____	Backflow Test Fee, 3/4" to 2"	\$60 each
Register Glass:	OUT _____ IN _____			Backflow Test Fee, 3" to 8"	\$75 each
Register Cover:	OUT _____ IN _____	<b>Miscellaneous Loaned Items Inspection</b>		Hydrant Meter Relocation Fee	TBD <sup>2</sup>
Handles:	OUT _____ IN _____	Clam Shells:	OUT _____ IN _____	<b>Usage Rates and Charges</b>	
Meter Read:	OUT _____ IN _____	Locks:	OUT _____ IN _____	Monthly Service Charge per Meter	\$73.17
District Job:	YES _____ NO _____	Stand:	OUT _____ IN _____	Consumption Rate	\$2.76/100 cf
Inspected by:	OUT _____ IN _____	Chain:	OUT _____ IN _____	Minimum Monthly Charge	\$115.78
				Monthly Service Charge per Backflow	\$2.84

<sup>1</sup>Deposits are refundable upon return of equipment in good condition. Fees are non-refundable.

<sup>2</sup>Fees assessed based on District prevailing labor, equipment, and overhead charges required to inspect backflow during relocation.

Application taken by: \_\_\_\_\_ Permit Renewal Date: \_\_\_\_\_

Comments: \_\_\_\_\_ Location ID: \_\_\_\_\_

\_\_\_\_\_ Customer ID: \_\_\_\_\_

\_\_\_\_\_ SPC: \_\_\_\_\_

Revised 10/19/2023

# EXHIBIT B



**DISTRICT JOB USE ONLY**

**HYDRANT METER PERMIT APPLICATION**

855 WEST BASE LINE RD  
RIALTO, CA 92376  
909-875-1804

**Instructions:** Please complete highlighted areas.

Meter #: \_\_\_\_\_ Make: \_\_\_\_\_ Size: \_\_\_\_\_ HM Deposit: \_\_\_\_\_ BF Deposit: \_\_\_\_\_  
Issue Date: \_\_\_\_\_ Issue Read: \_\_\_\_\_ Return Date: \_\_\_\_\_ Return Read: \_\_\_\_\_

Project/Job Name:	_____	Contact Phone #:	_____
Project Location/Address:	_____	Cross/Street:	_____
Customer Name:	_____	Customer Phone #:	_____
Customer Address:	_____	City:	_____ State: _____ Zip Code: _____
Billing Info/Name:	_____	Billing Phone #:	_____
Billing Address:	_____	City:	_____ State: _____ Zip Code: _____
The meter will be used for:	_____		District Job: <input type="checkbox"/> Yes <input type="checkbox"/> No

**A Reduced Pressure (RP) Backflow Prevention Device is required for all hydrant meters.**

I request use of a District backflow device for use with the hydrant meter (deposit required and fees apply)  YES  NO Test Fee: \_\_\_\_\_

Backflow make: \_\_\_\_\_ Model #: \_\_\_\_\_ Size: \_\_\_\_\_ Serial #: \_\_\_\_\_ Backflow inspected by: \_\_\_\_\_

The customer shall use all possible care to prevent damage to the meter, or any loaned facility of the District, which are involved in providing temporary service. Should a meter or other loaned facilities become damaged or stolen, the cost of replacement or repairs shall be the responsibility of the customer and will be billed accordingly. Tampering of a hydrant meter of any kind is a misdemeanor punishable by law and subject to fine. Seal wire damage or tampering shall result in forfeit of total deposit amount. Applicant shall provide the appropriate wrench necessary to operate fire hydrant valves.

**Customer shall abide by the District's Rules and Regulations.** Customer shall also, downstream of the meter connection, use and maintain fire hose, pipe, and fittings that are in good condition and repair leaks when they occur. Failure to do so will result in the District using its sole discretion to stop or terminate service. Additionally, during June, July, August, and September, the District at its sole discretion may only issue out 3-inch hydrant meters, require hydrant meters to be throttled down to 200 gallons per minute, and direct customer to either reduce or cease use for a period of time as identified by the District.

**Applicability and Duration of Service:** Applicable to temporary services, including hydrant connections of a non-permanent nature for construction or other purposes, and water for filling of sprayer tanks used for agricultural spraying, service shall be disconnected and terminated **within six (6) months** after installation, unless an extension of time is granted in writing by the District. **If we are unable to contact you for any thirty day period after receipt of the hydrant meter, your deposit will be forfeited and your water consumption shall be estimated.** A copy of this permit must be kept at the job site at all times. Hydrant meter and backflow prevention device must be made available for reading and/or inspection by District personnel at any time. The District requires the consumption rate for hydrant meters be measured in cubic feet, unless an agreement is made with the District in writing prior to the initiation of service. If the meter is relocated, a backflow test will be required. **Please allow 2 business days for hydrant meter installation or relocation. To close your account, please send request by email to backflow@wvwd.org.**

I have read the above provisions and agree to abide by them, along with the District's Water Service Rules and Regulations:

Customer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Driver's License # \_\_\_\_\_ Email \_\_\_\_\_

Authorized Signature for District Job: \_\_\_\_\_

OFFICE USE ONLY

Hydrant Meter Rental Inspection		Backflow Device Rental Inspection		Initial Deposits and Fees <sup>1</sup>	
Seal Wire:	OUT _____ IN _____	Test Cocks (4):	OUT _____ IN _____	Minimum Water Use Deposit	<b>Waived</b>
Male Threads:	OUT _____ IN _____	Shutoffs (2):	OUT _____ IN _____	2" Backflow Deposit	\$1,500 each
Female Threads:	OUT _____ IN _____	Male Threads:	OUT _____ IN _____	3" Meter Deposit	\$1,800 each
Meter Restrictor:	OUT _____ IN _____	Female Threads:	OUT _____ IN _____	4" Meter Deposit	\$2,200 each
Strainer/Swivel:	OUT _____ IN _____	Handles:	OUT _____ IN _____	Backflow Test Fee, 3/4" to 2"	<b>Waived</b>
Register Glass:	OUT _____ IN _____			Backflow Test Fee, 3" to 8"	<b>Waived</b>
Register Cover:	OUT _____ IN _____	<b>Miscellaneous Loaned Items Inspection</b>		Hydrant Meter Relocation Fee	TBD <sup>2</sup>
Handles:	OUT _____ IN _____	Clam Shells:	OUT _____ IN _____	<b>Usage Rates and Charges</b>	
Meter Read:	OUT _____ IN _____	Locks:	OUT _____ IN _____	Monthly Service Charge per Meter	<b>Waived</b>
District Job:	YES _____ NO _____	Stand:	OUT _____ IN _____	Consumption Rate	<b>Waived</b>
Inspected by:	OUT _____ IN _____	Chain:	OUT _____ IN _____	Minimum Monthly Charge	<b>Waived</b>
				Monthly Service Charge per Backflow	<b>Waived</b>

<sup>1</sup>Deposits are refundable upon return of equipment in good condition. Fees are non-refundable.

<sup>2</sup>Fees assessed based on District prevailing labor, equipment, and overhead charges required to inspect backflow during relocation.

Application taken by: \_\_\_\_\_ Permit Renewal Date: \_\_\_\_\_  
Comments: \_\_\_\_\_ Location ID: \_\_\_\_\_  
\_\_\_\_\_ Customer ID: \_\_\_\_\_  
\_\_\_\_\_ SPC: \_\_\_\_\_

Revised 10/19/2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
12800 CENTER COURT DRIVE, SUITE 300  
CERRITOS, CALIFORNIA 90703  
(562) 653-3200

Billing questions: [invoices@aalrr.com](mailto:invoices@aalrr.com)

WEST VALLEY WATER DISTRICT  
ATTN: VAN JEW  
855 W BASELINE RD  
RIALTO, CA 92376

AUGUST 31, 2023  
INVOICE NO. 692121  
CLIENT NO. 006545  
JAW  
PAGE: 1

This Statement is payable in full upon presentation. Amounts remaining unpaid after 30 days shall be subjected to service charge of 1.0% per month. Annual rate of 12%

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE

ENCLOSED PLEASE FIND STATEMENT DATED AUGUST 31, 2023 ITEMIZING CURRENT PROFESSIONAL SERVICES AND DISBURSEMENTS.

MATTER/DESCRIPTION	FEES	DISB	TOTAL
GENERAL PERSONNEL MATTERS - 00004	206.50	6.19	212.69
<b>TOTAL AUGUST BILLING</b>			<b>221.05</b>







**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** October 19, 2023  
**TO:** Board of Directors  
**FROM:** Linda Jadeski, Director of Engineering  
**SUBJECT:** AWARD OF CONTRACT FOR BLOOMINGTON AVE WATER MAIN REPLACEMENT PROJECT TO EL-CO CONTRACTORS, INC

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**MEETING HISTORY:**

10/17/23      Engineering, Operations and Planning Committee      REFERRED TO BOARD

**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 Board of Directors:

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

*John Thiel*

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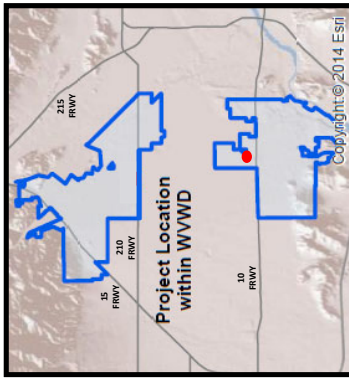
John Thiel, General Manager

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 <sup>Alvarez</sup> 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**

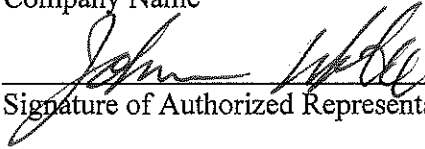
Labor Code - Section 1861

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 Lannis*

Title Sec.

(Corporate Seal)

ATTEST:

By *Michael Duriga*

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

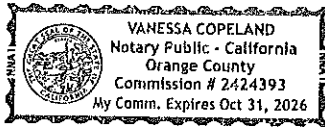
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

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 (checked)
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

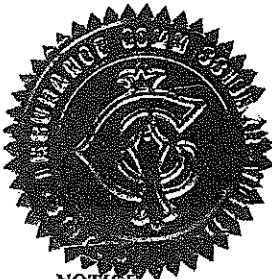
THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

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