

BID FORM

Jonathan Creek Soil Reclamation Site & Dennis Farm Borrow Area Project Haywood County

McGill Project No. 18.00162

TABLE OF ARTICLES

<u>Article</u>	<u>Article No.</u>
Bid Recipient	1
Bidder's Acknowledgements	2
Bidder's Representations	3
Further Representations	4
Basis of Bid	5
Time of Completion	6
Attachments to this Bid	7
Bid Submittal	8

ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

**David Francis - Haywood County
Historic Court Room at
215 North Main Street
Waynesville, North Carolina 28746
Re: Jonathan Creek Soil Reclamation Site & Dennis Farm Borrow Area Project**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **90** days after the date of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>May 31, 2019</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying

the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID - *See Attached Bid Schedule*

Unit Prices have been computed in accordance with Paragraph 11.03.B of the Modified General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BID SCHEDULE

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
Section 1 - Earthwork					
1	Mobilization/General Requirements	LS	1	\$49,000.00	\$49,000.00
2	Earthwork	CY	33500	\$7.50	\$251,250.00
3	Additional 15,000 CY Earthwork	CY	15000	\$7.50	\$112,500.00
4	Erosion Control Cash Allowance	LS	1	\$10,000.00	\$10,000.00
Section 2 - Dennis Farm Site					
5	Clearing and Grubbing	LS	1	\$3,500.00	\$3,500.00
6	Erosion Control Measures	LS	1	\$30,000.00	\$30,000.00
6a	Rock Excavation	CY	200	\$85.00	\$17,000.00
7	SC250 Slope Matting	SY	5650	\$6.50	\$36,725.00
8	Seeding	LS	1	\$10,000.00	\$10,000.00
Section 3 - Jonathan Creek Site					
9	Clearing and Grubbing	LS	1	\$3,000.00	\$3,000.00
10	Demolition	LS	1	\$4,000.00	\$4,000.00
11	Erosion Control Measures	LS	1	\$40,000.00	\$40,000.00
12	Undercut Excavation, Remain Onsite	CY	1500	\$5.00	\$7,500.00
13	Select Backfill	CY	750	\$7.50	\$5,625.00
14	Washed Stone for Base Stabilization	TON	1215	\$55.00	\$66,825.00
15	Geogrid for Base Stabilization	SY	2250	\$9.00	\$20,250.00
16	Seeding	LS	1	\$40,000.00	\$40,000.00
TOTAL BID PRICE					\$708,175.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 110 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a certified check, money order, or Bid Bond.
 - B. Completed Bid Schedule
 - C. E-Verify Affidavit
 - D. Iran Divestment Certification

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Graham County Land Company, LLC (SEAL)

State of Incorporation: North Carolina

Type (General Business, Professional, Service, Limited Liability): Limited Liability Company

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Randy Jordan

Title: Owner/Managing Member

Attest *John Hancock*

Date of Authorization to do business in North Carolina is 06 / 22 / 1998





LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: GRAHAM COUNTY LAND COMPANY, L.L.C.

SECRETARY OF STATE ID NUMBER: 0462643 STATE OF FORMATION: NC

Filing Office Use Only
E - Filed Annual Report
0462643
CA201910802568
4/18/2019 11:39
 Changes

REPORT FOR THE CALENDAR YEAR: 2019

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: JORDAN, RANDY

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

34 Shane Laughter Road 34 Shane Laughter Road
Robbinsville, NC 28771 Graham County Robbinsville, NC 28771

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Heavy/Civil Construction

2. PRINCIPAL OFFICE PHONE NUMBER: (828) 479-3581 3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS 5. PRINCIPAL OFFICE MAILING ADDRESS
750 Tallulah Road 750 Tallulah Road
Robbinsville, NC 28771-9461 Robbinsville, NC 28771-9461

6. Select one of the following if applicable. (Optional see instructions)

- The company is a veteran-owned small business
 The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: <u>Randy Jordan</u>	NAME: <u>Cecil Patterson</u>	NAME: <u>John Pressley</u>
TITLE: <u>Manager</u>	TITLE: <u>Member</u>	TITLE: <u>Member</u>
ADDRESS: _____	ADDRESS: _____	ADDRESS: _____
<u>PO Box 2570</u>	<u>PO Box 2570</u>	<u>PO Box 2570</u>
<u>Robbinsville, NC 28771</u>	<u>Robbinsville, NC 28771</u>	<u>Robbinsville, NC 28771</u>

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Randy Jordan 4/18/2019
SIGNATURE DATE

Form must be signed by a Company Official listed under Section C of This form.

Randy Jordan Manager
Print or Type Name of Company Official Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 750 Tallulah Road Robbinsville, NC 28771

Phone No. 828-479-3581 Fax No. 828-479-0339

SUBMITTED on June 5, 2019, 2015.

State Contractor License No. NC GC License #: 73706

HAYWOOD COUNTY
E-VERIFY AFFIDAVIT


STATE OF North Carolina
COUNTY OF Graham

I, Randy Jordan (the individual attesting below), being duly authorized by and on behalf of
Graham County Land Company, LLC (the entity doing business with Haywood County hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employer as defined herein, must use E-Verify. Each Employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES , or
 - b. NO
4. Employer's subcontractors comply with E-Verify, and if Employer is contracted with the Haywood County, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5th day of June, 2019.

Randy Jordan 

Signature of Affiant

Title: Owner/Managing Member

State of North Carolina

County of Graham

Signed and sworn to (or affirmed) before me, this the 5th

day of June, 2019.

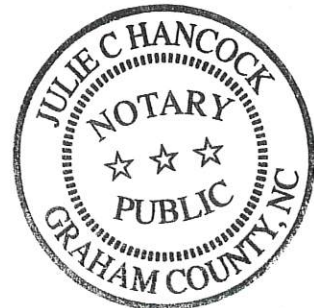
Julie C Hancock

Notary Public

Print Name: Julie C Hancock

My Commission Expires: 11/03/19

(Affix Official/Notarial Seal)



Iran Divestment Act Certification Form

Bid/RFP/RFQ Number: _____ Engineer's Project No.: 18.00162

Contract Number: _____

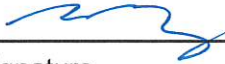
Name of Vendor, Bidder or Contractor: _____ Graham County Land Company, LLC

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor, bidder or contractor listed above hereby certifies that he/she/it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4.

Additionally, the vendor, bidder or contractor acknowledges and certifies that subcontractors utilized for this contract or purchase shall not be on the aforementioned Final Divestment List pursuant to N.C. G.S 143C-6A-5(b).

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statements.

	June 5, 2019
Signature	Date
Randy Jordan	Owner/Managing Member
Printed Name	Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

January 23, 2019

RANDY JORDAN
GRAHAM COUNTY LAND COMPANY LLC
750 TALLULAH RD
ROBBINSVILLE, NC 28771

Dear RANDY JORDAN:

Subject: Requalification as a Bidder / PO Prime Contractor / Subcontractor – Partial Approval

The information you submitted to the Department for approval as a Bidder / PO Prime Contractor / Subcontractor has been reviewed and your firm has been approved for the following work codes:

000050:HAULING (EXCEPT ASPHALT)
000055:HAULING (ASPHALT)
000060:ASPHALT/CONCRETE SAW CUTTING
000080:NOISE WALLS
000200:CLEARING & GRUBBING
000210:BLDG REMOVAL & DEMOLITION
000310:PIPE INSTALLATION
000421:CONCRETE STRUCTURES (BOX CULVERTS)
000712:SAWING & SEALING JOINTS
000825:INCIDENTAL CONCRETE CONSTRUCTION
000830:BRICK MASONRY CONSTRUCTION
000840:MINOR DRAINAGE STRUCTURES (DROP INLETS, CATCH BASINS, ETC)
000846:CURB & GUTTER/SHOULDER BERM GUTTER
000848:SIDEWALK, DRIVEWAYS, & WHEELCHAIR RAMPS
000866:FENCE INSTALLATION
001105:WORK ZONE TRAFFIC CTRL DEVICES
001110:WORK ZONE SIGNS- GROUND & BARRICADE MOUNTED
001605:TEMPORARY SILT FENCE
001630:SILT DETENTION DEVICE (SILT BASIN)
001651:SELECTIVE TREE REMOVAL/TRIMMING
001660:SEEDING & MULCHING
001670:LANDSCAPE PLANTING
001730:UTILITY INSTALLATION/REMOVAL: FIBER OPTIC CABLE
003010:RETAINING WALLS (CANTILEVER)
003015:RETAINING WALLS (MSE)
006000:DISASTER DEBRIS REMOVAL

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
CONTRACTUAL SERVICES UNIT
1509 MAIL SERVICE CENTER
RALEIGH, NC 27699-1509

Telephone: (919) 707-4800
Fax: (919) 250-4127
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DRIVE
BUILDING B
RALEIGH, NC 27610

006010:CUT & SHOVE
016607:MOWING

The following information submitted by you is still pending approval:

004000:REST AREA, ETC.- BLDG, FRAMING

Accordingly, the Department considers your firm prequalified as a Bidder / PO Prime Contractor / Subcontractor until 01/31/2020. Failure to renew or requalify will result in removal from our prequalified contractors' list.

If at any time prior to your next renewal date there is a change in any information for your firm, please proceed to the following website and submit a notice of change in your firm's information:

<https://apps.ncdot.gov/vendor/prequal>

Sincerely,

Matti Mc Lamb

Matti Mc Lamb
Qualification Engineer
919-707-4813

License Year

2019

License No.

73706

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Graham County Land Company, L.L.C.
Robbinsville, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Unclassified

until

December 31, 2019

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2019

This certificate may not be altered.



J. T. Foster

Chairman

C. Hank Wiener

Secretary-Treasurer

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Graham County Land Company LLC
750 Tallulah Road
Robbinsville, NC 28771

SURETY (Name, and Address of Principal Place of Business):

Nationwide Mutual Insurance Company
One West Nationwide Blvd, 1-04-701
Columbus, OH 43215-2220

OWNER (Name and Address):

David Francis
Haywood County
215 North Main Street
Waynesville, North Carolina 28746

BID

Bid Due Date: June 6, 2019
Description: Jonathan Creek Soil Reclamation Site & Dennis Farm Borrow Area Project

BOND

Bond Number: N/A
Date: June 6, 2019
Penal sum Five percent of the amount bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Graham County Land Company LLC (Seal)

Bidder's Name and Corporate Seal

By: [Signature]
Signature

Randy Jordan
Print Name

Owner / Managing Partner
Title

Attest: [Signature]
Signature

Title Witness

SURETY

Nationwide Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Lavonne Sherrod
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Title Witness



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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:

James Oakes, Charles Martin, Tara W. Mealer, Lavonne Sherrod

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:

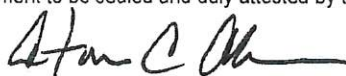
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, 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 27th day of February, 2019.

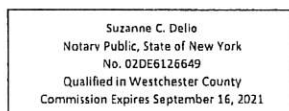
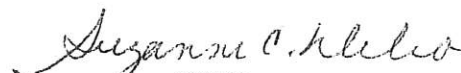


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, 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.

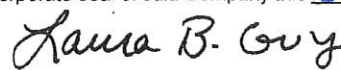



Notary Public
My Commission Expires
September 16, 2021

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 6th day of June, 2019.



Assistant Secretary

BDJ 1(02-19)00