

# Olivehurst Public Utility District



## Agenda Item Staff Report

**Meeting Date: 12/16**

### **Item description/summary:**

#### **Consider Rewarding the 2021 WWTF Security Camera Equipment, Start-Up, & Installation**

On 12/10/2021, we received five proposals in response to our RFP. Proposals submitted responses in the form of situational pricing and labor rates. The RFP provided multiple scenarios that would require the hiring of a contractor, and respondents were asked to provide a cost for the scenarios. Checklist regarding requirements and certification were accessed with only three qualifying after bids were open. The apparent low bidder is Delta Wireless, Inc.

### **Fiscal Analysis:**

No match required.

### **Employee Feedback**

n/a

### **Sample Motion:**

Award the 2021 WWTF Security Camera Equipment, Start-Up & Installation to Delta Wireless, Inc.

Prepared by: Swarnjit Boyal, Public Work Engineer

# OLIVEHURST PUBLIC UTILITY DISTRICT

## Bid Opening - ~~Meter Installation Project~~

WUTF Security Camera Project

Date/Time: December 13, 2021 at 8:00 A.M.

Present: Public Works Engineer and Board Clerk

Location: General Manager's Office, 1970 9<sup>th</sup> Ave, Olivehurst



Project: WUTF Security Camera Equipment, Start-up, + Installation

The following bids were received:

1) <del>ADP</del> California Communications
\$ 95,801.02
2) Gaynor Telesystems, Inc.
\$ 136,250.46
3) Delta Wireless, Inc.
\$ 67,043.31
4) 3D Technologies Services
\$ 162,658.00
5) Precision West Telecommunications
\$ 93,770.09
6)
7)
8)

✓ ✓ ✓

FIRM	California Communications	Gaynor Telesystems, INC	Delta Wireless, Inc.	3D Technologies Services	Precision West Telecommunications	No bid submitted
Contract Received	Yes	Yes	Yes	Yes	Yes	No
Bonds Received	No	Yes	Yes	Yes	Yes	No
Insurance Certificate Received	No	Yes	Yes	Yes	No	No
Contractors Registration # with DIR	No	Yes	Yes	Yes	No	No
Complys with AB626 (Time Sensitive Change Orders)	N/A	N/A	N/A	N/A	N/A	N/A



1700 W. Fremont Street  
Stockton, CA. 95203

December 10, 2021

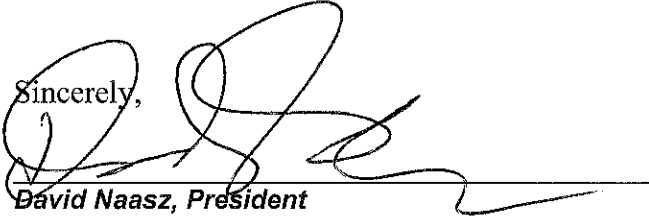
Thank you for the opportunity to bid on the WWTF Security Camera Equipment, Start-up, & Installation Bid. We are pleased to present this proposal in response to your request.

## Cover Letter

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- This proposal is being submitted by Delta Wireless
- Authorized person to obligate organization:
  - David Naasz, President
- Contact person responsible for this proposal:
  - Brent Fink, Senior Account Manager
  - 1700 W. Fremont St, Stockton CA 95203
  - 209-948-9611
  - [bfink@deltawireless.com](mailto:bfink@deltawireless.com)
- The proposal is considered firm for 90 days after the due date for receipt of proposals (12/10/2021) or receipt of the last best and final offer submitted

Sincerely,



**David Naasz, President**

Delta Wireless, Incorporated  
(209) 948-9611 office

12/10/2021

**Date**

**ADVERTISEMENT FOR BIDS**

**Olivehurst Public Utility District**

1970 9<sup>th</sup> Avenue

P.O. Box 670

Olivehurst, CA 95961

Sealed BIDS for **WWTF SECURITY CAMERA EQUIPMENT, START-UP, & INSTALLATION**

Can be submitted at           OPUD           & will be accepted by the **Olivehurst Public Utility District** at the office of the District until 3:00 P.M.,           December, 3<sup>rd</sup>, 2021          , and then publicly opened and read aloud at 3:30 P.M. on the following business day at the **Olivehurst Public Utility District Office** at 1970 9<sup>th</sup> Avenue.

The CONTRACT DOCUMENTS may be examined at the following location:

**Olivehurst Public Utility District**

1970 9th Avenue

Olivehurst, CA 95961

Phone (530) 743-4657

Copies of the CONTRACT DOCUMENTS may be obtained from **Olivehurst Public Utility District**, upon the non-refundable payment of \$           0           for each set.

In accordance with the provisions of Section 1773.2 of the California Labor Code, this project is subject to the provisions of California's Prevailing Wage Laws and copies of the prevailing rate of per diem wages are on file at the office of Olivehurst Public Utility District, 1970 9<sup>th</sup> Avenue, Olivehurst, California 95961.

Prospective BIDDERS shall be licensed CONTRACTORS in the State of California and shall be skilled and regularly engaged in the general class or type of WORK called for under the CONTRACT. Each BIDDER submitting a bid shall have California Contractor's license appropriate for this type of work. A mandatory site walk will be scheduled at the districts convenience.

11/18/2021

Date

*Swarnjit Boyal*

Swarnjit Boyal, Public Works Engineer

**OLIVEHURST PUBLIC UTILITY DISTRICT**

*Our mission is to provide high quality services to enhance our community's quality of life.*



**BOARD OF DIRECTORS**

Dennise Burbank James Carpenter John Floe Mary Jane Griego Christopher White

**GENERAL MANAGER**

John Tillotson, P.E.

November 11, 2021

To: All Bidders  
From: John Tillotson, P.E., General Manager, OPUD  
RE: OPUD WWTF Security Camera System and Installation

All,

The Olivehurst Public Utility District will be accepting bids for the purchase and installation of the following equipment:

BID PROPSAL REQUEST - SECURITY CAMERA SYSTEM & INSTALL			
Item	Qty	P/N	Description
<b>ACCESSORIES</b>			
1	4	ACC-SPEAKER	IP Horn Speaker with ACC to provide Bidirectional audio or equivalent subject to approval of the District.
2	14	H4-MT-POLE1	Pole Mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, HRF, H4 PTZ, H4 IR PTZ and H4 Multisensor cameras or equivalent subject to approval of the District.
3	14	IRPT-MNT-WALL1	Pedant w/ Video mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PENDD1 on H4 Multisensor or equivalent subject to approval of the District.
4	14	H4AMH-DO-COVR1	Outdoor Dome Cover for H4 Multisensor or equivalent subject to approval of the District.
5	14	H4AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE or equivalent subject to approval of the District.
<b>SOFTWARE</b>			
6	17	ACC-STD-SMART-1YR	ACC Standard Smart Plan, 1 year or equivalent subject to approval of the District.
7	17	ACC7-STD	ACC 7 Standard camera channel or equivalent subject to approval of the District.
<b>NETWORKING</b>			
8	14	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W or equivalent subject to approval of the District.
9	1	S8P-124W-NA	10-port Gigabit (8 PoE) Managed Switch, 124W - NA or equivalent subject to approval of the District.

CAMERA			
10	3	2.0C-H5A-DO1-IR	2.0 MP (1080p) WDR, LightCatcher, Day/Night, Outdoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics or equivalent subject to approval of the District.
11	14	12C-H4A-4MH-360	4x 3 MP, WDR, LightCatcher, 2.8mm, Camera Only or equivalent subject to approval of the District.
STORAGE			
12	1	AINVR-VAL-12TB-NA	AI NVR Value, 12TB, NA or equivalent subject to approval of the District.
INSTALLATION			
13	1		Provide Installation of a turn-key system that is fully operational subject to District Inspection and acceptance.

Bids will be accepted up through 3:00 pm on December 03, 2021 at which time bidding will close.  
Thank you very much for your interest in the project and good luck to you all!

Please contact John Tillotson at 530-743-0317 with any questions.

Sincerely,

John Tillotson

**PROPOSAL (BID)**

**OLIVEHURST PUBLIC UTILITY DISTRICT**

Name of BIDDER Delta Wireless, Inc.

Business Address 1700 W. Fremont Street  
Stockton, CA. 95203

The undersigned, as BIDDER, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the work, the annexed proposal form of agreement, and the plans and specifications therein referred to; and he proposes and agrees, if this proposal is accepted, that he will contract with the owner in the form of the copy of the agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified, in the manner and time prescribed, and according to the requirements of the owner as set forth, and that he will take in full payment therefore the following lump sum for the complete work, based on the attached hereto estimated quantities, to wit:



Contractor agrees to supply and/or to perform all the work described below and as instructed by the District Engineer in a good workman like manner for the following Lump Sum prices:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL ITEM COST
<b>1. GENERAL (All Labor, Equipment, Delivery, Applicable taxes and Fees are to be included in Material Cost)</b>				
1.01	Permits, Bonds, Insurance, Mobilization, set up, & OSHA		LS	\$904.00
1.02	Equipment & Start-Up Cost for 13 outdoor facility cameras and 3 dome cameras for in-building/door location monitoring with operator communication system.		LS	\$52,339.31
1.03	System Installation		LS	\$13,800.00

The bidder shall set forth, in clearly legible figures, the bid price in the spaces provided in the following schedule:

<b>TOTAL BID AMOUNT</b>		<b>\$ 67,043.31</b>
Write out	<b>Sixty seven thousand fourty three dollars and thirty one cents</b>	
figures:		

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract.

### LIST OF SUBCONTRACTORS

(Public Contract Code Section 4104)

In compliance with the provisions of Sections 4100 et seq. of the Government Code, the undersigned hereby designates below the names and locations of the place of business of each subcontractor who shall perform work on this contract in excess of one-half of one percent of the bid price. If the Contractor fails to specify a subcontractor for any portion of the work under the contract, he shall be deemed to have agreed to perform that work himself. Any change or substitution of subcontractors shall be accomplished in strict accordance with provisions of the Government Code.

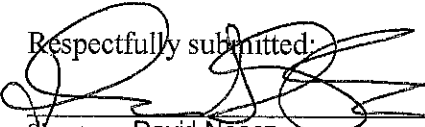
Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	DIR #	CSLB Lic. #
1.		No Subcontractor's will be used for this Bid.		
3.				
4.				
5.				
6.				
7.				
8.				
9.				

4

**NOTE:** Additional numbered pages may be attached if needed.

Accompanying this proposal is ~~(cashier's check)~~ ~~(certified check)~~ (bidder's bond) (NOTE: Cross out those that do not apply) in the amount of \$10,000 dollars, being at least ten percent (10%) of the total amount bid. Licensed in accordance with the act providing for the Registration of Contractors

Respectfully submitted:

  
Signature David Naasz

President

Title

748224-C-7

License Number (if applicable)

Attest

  
Debra Thompson, Financial Business Manager

1700 W. Fremont Street

Address

Stockton, CA. 95203

Date

12/10/2021

# LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

## SECTION 6

### Laws to be Observed

The Contractor shall keep himself fully informed of all existing State and National laws and all municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

### Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

### Existing Facilities

The Contractor shall exercise due care to avoid injury or damage to existing improvements or facilities, utilities, adjacent property, monuments, and roadside trees and shrubbery that are not to be removed or relocated. Existing mail boxes, signs, shrubbery, lawn, trees, markers, or any other facility or improvement which must be removed shall be replaced with the undamaged original or a new facility equal to the original at the Contractor's expense if damaged by reason of the Contractor's operations, to the satisfaction of the property owner.

### Utilities

The plans and specifications identify certain existing utilities as known to the Engineer. It shall be the Contractor's responsibility to exactly locate those facilities and to protect those facilities from damage as a result of his operations. The attention of the Contractor is called to the fact that there may be other unlocated utilities within the project area. Prior to making any such excavation, Contractor shall attempt to identify the location of any such utilities. It shall be the duty of the Contractor to protect any such utilities from damage, provided however, the Contractor shall be compensated for any costs of locating any such additional utilities and shall be further compensated if damage shall occur to any utilities not located upon the plans and Specifications which damages are not caused in any part by the failure of the Contractor to exercise reasonable care and discretion in removing or relocating utility facilities not indicated in the plans and specifications. The Contractor shall not be assessed any liquidated damages for any delays in completion of the project necessarily and reasonably incurred when such delay was proximately caused by the failure of the public agency or the owner of the utility to provide for the removal or relocation of such utility facilities. The Contractor's specific attention is called to the fact that existing service laterals and appurtenances to those service laterals exist within the project area and such laterals are not shown on the plans and specifications but can be reasonably inferred from the presence of other visible facilities such as building, meters, junction boxes, adjacent to the site of construction. No additional compensation shall be paid for any damages or delay caused to such service lateral facilities and it is the Contractor's sole and

exclusive obligation to provide for the protection, replacement and repair of any such facilities. If the Contractor, while performing the contract, discovers any utility facilities not identified by the public agency, other than the existing service laterals or appurtenances, he shall immediately notify the Engineer.

### **New Facilities**

Until the formal acceptance of the complete work by **Olivehurst Public Utility District**, the Contractor shall have the charge of and care thereof, and shall bear the risk of injury or damage to any part of the work by the action of the elements or others. The contractor, at Contractor's cost, shall rebuild, repair, restore and make good all such damages to any portion of the work occasioned by any of such causes before its acceptance.

### **Clear-Up**

Prior to final acceptance and payment, the Contractor shall clean all roads or streets, borrow pits and all areas occupied by the forces during the construction of the improvement facilities, remove all refuse, excess material, temporary structures and equipment; and leave the entire project in a neat and presentable condition.

## **INSURANCE AND LIABILITY**

### **GENERAL**

The Contractor shall not commence any work until he obtains at his own expense, all required insurance from insurance companies acceptable to the Owner. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence work on this project until the same insurance requirements, as applicable, have been complied with by such subcontractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this contract. As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without 30 days notice in writing to be delivered by registered mail to the Owner. In case of the breach of any provisions of this article, the Owner, at his option, may take out and maintain at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any moneys which may be due or become due the Contractor under this contract.

### **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract, full comprehensive general liability insurance coverage. This coverage shall provide for both bodily injury and property damage. The bodily injury portion shall include coverage for injury, sickness, disease, death, arising directly or indirectly out of, or in connection with, the performance of the work under this contract, and shall provide for a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness,

disease, or death of one person, and a total limit of \$1,000,000 for damages arising out of bodily injury, sickness, disease, or death of two or more persons in any one occurrence. The property damage portion shall include "broad form" coverage for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of work under this contract and in any one occurrence, including explosion, collapse, and underground exposure. Included in such insurance shall be contractual coverage sufficiently broad to insure that provision titled "Indemnity" hereinafter. The comprehensive general liability insurance shall include as additional named insured: the Owner, the Engineer and his consultants, and each of their officers, agents and employees.

### **WORKMEN'S COMPENSATION INSURANCE**

Before the Contract between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all subcontractor's have obtained, for the period of the Contract, full Workmen's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this contract. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workmen's Compensation Insurance laws. The Contractor will be required to execute a certificate prior to performing the work of the Contract providing as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self insurance in accordance with the provisions of the Code and I will comply with such provisions before commencing the performance of the work of this Contract".

### **BUILDER'S RISK "ALL RISK" INSURANCE**

Unless otherwise modified in the "Supplementary Conditions", the Contractor shall secure and maintain during the life of this Contract, Builder's Risk "All Risk" Insurance coverage for one hundred percent (100%) of the contract amount. Such insurance shall not exclude coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, and shall provide for losses to be paid to the Contractor and the Owner as their interests appear. Such insurance may have a deductible clause not to exceed \$250, except that the deductible on earthquake may be in accordance with the underwriter's requirements, provided that it does not exceed five percent (5%) of the contract amount.

### **INSURANCE COVERAGE FOR SPECIAL CONDITIONS**

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of its officers, agents, employees and interests.

### **INDEMNIFY**

To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify and defend the Owner, the Engineer and his consultants, and each of their officers and employees and agents,

from any and all liability, claims, losses, damages, or costs, including but not limited to attorney's fees, arising or alleged to arise from or during the performance of the work described herein caused by the act or omission of contract, any subcontractor, directly or indirectly employed by them, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the party indemnified hereunder, or by the negligence or omission of the party indemnified herein.

### **NO PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out all the provisions hereof in exercising any authority granted by the contract, there will be no personal liability upon any public official.

### **Substitution of Security**

In lieu of the 5% retention in payment as set forth hereinafter, the contractor may, upon request to the District, substitute in lieu thereof securities in form and content acceptable to the District, pursuant to the provisions of Section 4590 of the Government Code of the State of California. All costs and expense of any escrow or trustee shall be the responsibility of the contractor.

### **RESOLUTION OF CLAIMS**

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.
2. Public Contract Code Section 9204 provides:
  - a. For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
  - b. Procedure:
    - 1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
    - 2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail,

- return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.
- 3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.
  - 4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.
  - 5) For claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).
  - 6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action or binding arbitration, as applicable.
  - 7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
  - 8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
  - 9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf



of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

- 10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- 11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.
  - a. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
  - b. Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.
  - c. Procedure:
    - 1) The Claim must be in writing, submitted in compliance with all requirements set forth in this document, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in the Contract Documents.
    - 2) For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

- 3) For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
- 4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- 5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

**STANDARD CONTRACT (AGREEMENT)**

**OLIVEHURST PUBLIC UTILITY DISTRICT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, by  
and between Olivehurst Public Utility District (hereinafter called "OWNER"),  
(Name of Owner), (an Individual)  
and \_\_\_\_\_ doing business as  
(Name of General Contractor)  
(an individual,) or (a partnership.) or (a corporation) hereinafter called "CONTRACTOR".  
The aforementioned parties agree as follows:

**I**

The Contractor agrees to furnish for the total sum of (includes bid additives)  
\_\_\_\_\_ Dollars,  
all labor, materials, tools and equipment and perform all the work required to construct and  
complete in a good workmanlike manner all improvements and work mentioned, described,  
delineated, shown and referred to in the plans and specifications, general conditions and special  
conditions Including any bid additives. Plans and specifications are included within this contract by  
reference as if set forth in full.

**II**

Contractor agrees to furnish all necessary tools, equipment, supplies, labor and materials  
required for the performance and completion of said work and improvement, all to the satisfaction  
of Owner, and subject to the requirements of the Engineer.

Owner hereby fixes the time for the commencement of said work and improvements under this  
Agreement to be within 20 calendar days, and such work and improvements shall be prosecuted

with diligence from day to day thereafter for a completion date of \_\_\_\_\_ It is agreed and stipulated between Owner and the Contractor that damage will be sustained by the Owner from any delays in the performance of this contract, and it is currently contemplated by the parties and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the Olivehurst Public Utility District will sustain by such delays. The parties agree that they shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Olivehurst Public Utility District by such a delay under these circumstances and to agree and stipulate by this contract the sum of \$\_\_\_\_ Dollars per day for each and every day's delay beyond the time prescribed to complete the work which has been agreed to by the parties as a fair estimate of the damage to be suffered by the Olivehurst Public Utility District from and as a direct result of such delay.

Contractor agrees to provide proof to Olivehurst Public Utility District of insurance naming Olivehurst Public Utility District and Engineer and employees as named insured in amounts of no less than coverage for \$1,000,000 per person and \$1,000,000 per occurrence and property damage up to \$1,000,000 and a standard broad form comprehensive and automobile liability policy form. Contractor further agrees to insure that every subcontractor employed by Contractor shall have insurance of equal character and limits of \$1,000,000 per person and \$1,000,000 per each occurrence and property damage up to \$1,000,000 per each occurrence and to provide certificates to Olivehurst Public Utility District of such insurance prior to allowing such subcontractor to commence work upon the project.

Contractor further agrees to provide prior to commencement of work and to require every subcontractor to provide prior to the commencement of work, a certificate pursuant to Labor Code Section 3700 et.seq. which will state as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Contractor agrees to comply with each and every provision of the Section 1770 through Section 1780 of the Labor Code relating to prevailing wages. The Contractor shall be required to forfeit to Owner the amount of Fifty Dollars (\$50) for each calendar day, or portion thereof, for each workman paid less than the prevailing wages as determined for the work done herein. The difference between prevailing wage rate and the amounts paid to each workman for each calendar day or portion thereof for which each workman was paid less than the prevailing wage rate shall be paid to each workman by the Contractor.

Contractor further agrees to comply with each and every provision of Section 1777.5 of the labor Code of the State of California relating to apprenticeship standards and the employment of apprentices upon project and to comply with each and every provision of Section 1810 through 1815 of the Labor Code relating to the employment of workmen in excess of eight (8) hours in violation of the Labor Code.

Is the contractor registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq.\*? \_\_\_\_\_

\*As of July 1, 2014, the District cannot enter into a Public Works Contract with a contractor that is not registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq..

### III

Contractor agrees to pay to Olivehurst Public Utility District, or to make at its' own expense all repairs, replacements or payments necessitated by defects in materials or workmanship supplied

under the terms of this contract which exist within one (1) year after the date of final acceptance of the work. This Agreement shall cover defects which shall be in existence during such one (1) year period. This Agreement shall apply to all defects which exist in the first year whether or not discovered within the first year. The Contractor shall be fully responsible for all direct and indirect damages and expenses to Olivehurst Public Utility District proximately caused by such defects in materials or workmanship, including defects and materials which bear a guarantee or warranty in writing or by law for a period longer than one (1) year, Contractor hereby stipulates and agrees that such guarantees shall be inure for the benefit of Olivehurst Public utility District for such longer periods. The effective date for the start of the guarantee or warranty for equipment qualifying as substantially complete, shall be upon the time Olivehurst Public utility District takes possession and operation of equipment or materials. In any case the warranty period described in this contract shall not limit the applicable statute of limitations for breach of a written contract and legal provisions for the District. Certain items in the project specifications may have specific warranty periods and provisions specified and the longer of the specified or contractual warranty period shall prevail.

The Contractor also agrees to hold the Olivehurst Public Utility District harmless from liability, both direct and indirect, of any kind arising from damage due to such defects. The Contractor shall make all repairs, replacements, or payments promptly upon receipt of written order for the same from the Olivehurst Public Utility District. If Contractor fails to make the repairs or replacements or payments within the time specified by Owner, then, subject to the sole discretion of Olivehurst Public utility District, District may do the work in any manner it sees fit, and the Contractor and his surety shall be liable for the cost thereof, including all costs of engineers or consultants required to do said work and all cost related to the expedition of said work. Any

additional requirements for the project relative to the collection for defective work after final acceptance are provided for hereafter in this Agreement.

Contractor shall provide a faithful performance bond in the amount of one hundred percent (100%) of the contract price, and a labor and materials bond in the amount of one hundred percent (100%) of the contract price on the attached forms. Said bonds shall be issued by an admitted surety insurer within the State of California and will be supported by the information and certifications required under California Code of Civil Procedure Section 995.660.

#### IV

The complete Contract consists of the following documents to wit: The notice to Contractors, the General Provisions, the Technical Provisions, the Proposal (Bid), the form of Contract (Agreement), the Labor and Material Bond, the Performance Bond, all specifications and drawings, and all modifications made or incorporated in any of those documents. All of the above documents are intended to be complementary, so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all of said documents. Similarly, any contract provision appearing in one shall be binding as if it appeared in all said documents.

#### V

Contractor shall be financially responsible for claims (including claims of OSHA or other agency with jurisdiction over the job), liens, or stop notices, including preliminary notices that are filed on the job. In lieu of retention of payment by the DISTRICT, CONTRACTOR may elect to deposit certain securities equivalent to the amount to be withheld into a District approved escrow account.

CONTRACTOR shall be solely responsible for all construction under this contract, including the technique, sequences, procedures, and means, and for coordination of all work. CONTRACTOR shall supervise and direct the work to the best of CONTRACTOR'S ability, and give all attention necessary for such proper supervision and direction. Contractor shall have full control over the site and shall be responsible to take all required steps, and implement all required procedures, required for the safety of employees and the public. Contractor shall be aware of and obey all OSHA regulations pursuant to the work he is engaged in for this project.

CONTRACTOR has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, CONTRACTOR shall take reasonable precautions for the safety of all work employees and all other persons that the work might affect, all work and materials incorporated in the project, and all property improvements on the construction site and adjacent to the site, and comply with all applicable laws, ordinances, rules, regulations, and orders. Contractors' cost of work includes the costs of all required safety measures including sheeting, shoring and trenching for the protection of life and limb.

**Owner:**

_____ Signature	_____ Name
_____ Title	_____ Date

**Attest:**

\_\_\_\_\_

**Contractor:**

_____ Signature	_____ Name
_____ Title	_____ Date

**Attest:**

\_\_\_\_\_



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_ hereinafter  
called Principal, and \_\_\_\_\_  
\_\_\_\_\_ hereinafter  
called Surety, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the Owner, in  
the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in  
lawful money, for the payment of which sum well and truly to be made, we bind ourselves, or heirs,  
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a  
certain Contract, hereto attached, with the OWNER, dated \_\_\_\_\_, 201\_\_\_\_, for  
the construction of:

OLIVEHURST PUBLIC UTILITY DISTRICT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions and agreements of said Contract during the original term  
thereof and any extension thereof that may be granted by the OWNER, with or without notice to the  
Surety, and during the life of any guaranty required under the Contract, and shall also well  
and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of  
any and all modifications of said Contract that may thereafter be made, except that no change  
will be made which increases the total contract amount more than twenty percent (20%) in excess of  
the original Contract amount without notice to the Surety, then this obligation shall be void,  
otherwise the same shall remain in full force and virtue.

Surety hereby expressly waives written notice of any changes, alterations, modifications of the  
contract entered into between Principal and OWNER and agrees and stipulates that such changes  
and modification shall be treated as part of such Contract and Surety shall be bound thereby except  
that Surety will not be bound to any changes or alterations which increase the total contract amount

more than twenty percent (20%) in excess of the original contract amount without written notice to Surety.

IN WITNESS THEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

IN PRESENCE OF:

**Principal:**

_____	_____
Signature	Name
_____	_____
Title	Date
<b>Attest:</b>	
_____	

**Principal:**

_____	_____
Signature	Name
_____	_____
Title	Date
<b>Attest:</b>	
_____	

**Surety:**

_____	_____
Signature	Name
_____	_____
Title	Date
<b>Attest:</b>	
_____	

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charges \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that, \_\_\_\_\_

\_\_\_\_\_ has awarded to \_\_\_\_\_

\_\_\_\_\_ hereinafter designated as the CONTRACTOR, a Contract for the work described as follows:

OLIVEHURST PUBLIC UTILITY DISTRICT

and, WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, providing that if said CONTRACTOR, or any of his or its SUB-CONTRACTORS, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, that the Surety on this bond will pay the same.

NOW, THEREFORE, we, \_\_\_\_\_

\_\_\_\_\_ the undersigned contractor, as Principal, and \_\_\_\_\_

COMPANY, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto \_\_\_\_\_

in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than the estimated amount payable by the said \_\_\_\_\_

\_\_\_\_\_ under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assign, jointly and severally, firmly by these presents. THE CONDITION OF THIS BOND IS SUCH, that if the above bonded Principal or his subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from wages of employees of the Contractor or his subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor,

the Surety will pay the same, in an amount not exceeding the amount specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court. This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then obligation shall become null and void, otherwise it shall be and remain in full force, virtue and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the Specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

SIGNED, sealed with our seals, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(To be signed by Principal and Surety and acknowledgments and Notaries Seal attached)

**Principal:**

_____	_____
Signature	Name
_____	_____
Title	Date
<b>Attest:</b>	
_____	

**Attorney-in-Fact:**

_____	_____
Signature	Name
_____	_____
Title	Date
<b>Attest:</b>	
_____	

**Surety:**

_____	_____
Signature	Name

---

Title  
**Attest:**

---

---

Date



**OPUD**  
**Olivehurst Public Utility District**  
*"Our mission is to provide high quality services to enhance  
our community's quality of life"*

## LICENSE AND CERTIFICATES

- STATE CONTRACTOR'S LICENSE
- AVIGILON LETTER
- AVIGILON CERTIFICATES

State of California

# Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**DELTA WIRELESS INC dba DELTA NETWORK SOLUTIONS**

to engage in the business or act in the capacity of a contractor in the following classification(s):

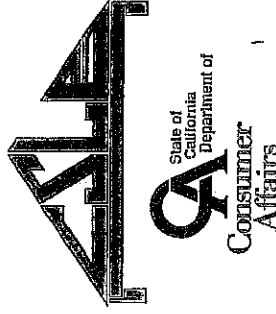
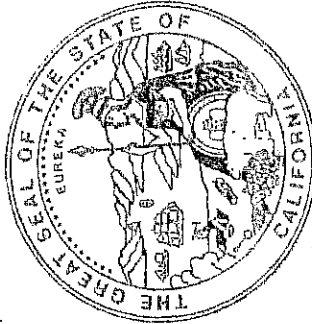
**C-7 - LOW VOLTAGE SYSTEMS**

Witness my hand and seal this day,

February 8, 1999

Issued April 17, 1998

CERTIFIED COPY



*C. Lance Barnett*

C. Lance Barnett, Ph.D.  
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

748224

License Number





CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **748224** Entity **CORP**  
Business Name **DELTA WIRELESS INC DBA DELTA  
NETWORK SOLUTIONS**

Classification(s) **C-7**

Expiration Date **04/30/2022**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





June 10, 2019

To whom it may concern:

**Re: Manufacturer Authorization Letter**

This letter is to confirm that the company at the address noted below is a certified Avigilon Service Provider and is a Partner in good standing.

**Delta Wireless, Inc  
1700 W. Fremont Street  
Stockton, CA. 95203  
US**

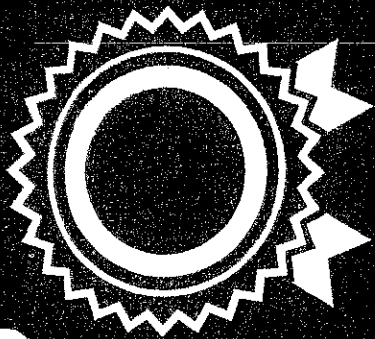
In order to be an Avigilon Service Provider in good standing, a company is promptly paying all invoices, has an adequate number of employees who are fully certified as having been trained through Avigilon training programs on how to install and provide first line of support for all Avigilon products, and has completed several Avigilon solution implementations.

This letter is subject to review and renewal on an annual basis, and good standing can be revoked at any time. Please contact the undersigned if you have any questions.

Sincerely,

**AVIGILON CORPORATION**

Per: *Ryan Nolan*  
Ryan Nolan  
Senior Vice President, Commercial Operations  
Office: 214-445-4650



# AVIGILON

## Certificate of Completion

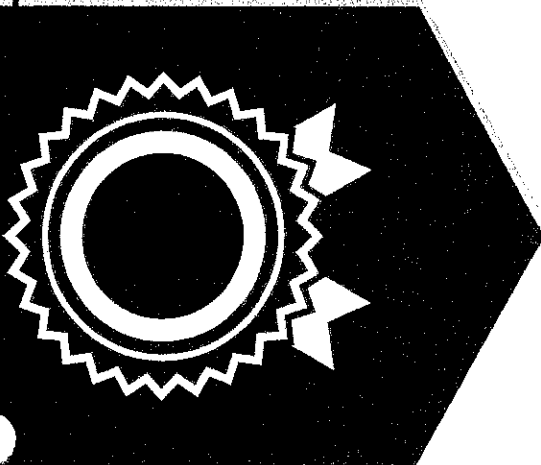
This certificate acknowledges that

**adrian adair**

has successfully completed the 17 hour  
ACC™ 6.0 Installation Certification

03/14/2018

Alicia Scheffler  
Director, Global Training



# AVIGILON

## Certificate of Completion

This certificate acknowledges that

adrian adair

has successfully completed

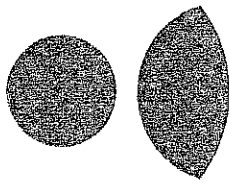
ACC 7 Re-certification Course

10/22/2019

Alicia Scheffler  
Director, Global Training

# Transcript for Anthony Lupica

 Username: alupica@ssicctv.com  
 Email Address: alupica@ssicctv.com  
 Department: Video Security & Access Control - Partners  
 Credits: 0



## Courses

Course Title	Status	Score	Enrollment Date	Completion Date	Credits
ACC Operator I	Complete		August 14, 2020 2:36 PM	August 14, 2020 4:25 PM	
ACC Operator II	Complete		August 14, 2020 3:01 PM	August 16, 2020 9:26 AM	
ACC Administrator	Complete		August 14, 2020 3:01 PM	August 16, 2020 11:04 AM	
ACC Installation	Complete		August 14, 2020 3:01 PM	August 16, 2020 1:07 PM	
Avigilon Instructor-Led ACC Certification	Not Started		August 14, 2020 2:24 PM		



# OPUD

**Olivehurst Public Utility District**

*"Our mission is to provide high quality services to enhance  
our community's quality of life"*

## BONDS AND CERTIFICATE OF INSURANCE

- **BID BOND**
- **CERTIFICATE OF INSURANCE**
- **W-9**



# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Delta Wireless, Inc.

as Principal, hereinafter called the Principal, and  
Nationwide Mutual Insurance Company  
Columbus, Ohio

a corporation duly organized under the laws of the State of Ohio  
as Surety, hereinafter called the Surety, are held and firmly bound unto

**Olivehurst Public Utility District**

as Oblige, hereinafter called the Oblige, in the sum of Ten Percent of Bid Amount

Dollars (10% of Bid Amount),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**WWTF SECURITY CAMERA EQUIPMENT, START-UP, & INSTALLATION**

Bid Opening Date: December 3, 2021

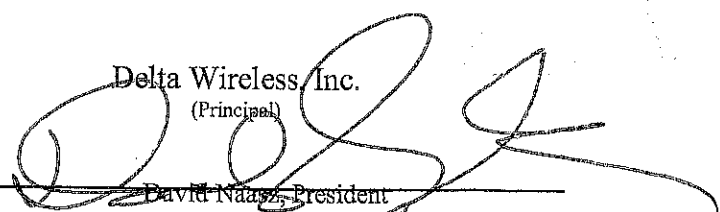
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of December 2021.

\_\_\_\_\_  
(Witness)

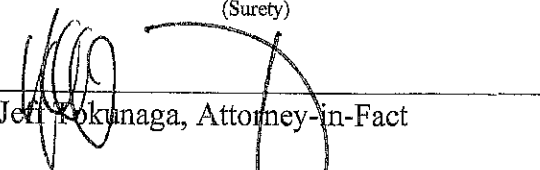
Delta Wireless, Inc.

(Principal)

  
\_\_\_\_\_  
David Naasz, President

Nationwide Mutual Insurance Company

(Surety)

  
\_\_\_\_\_  
Jeff Tokunaga, Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California  
County of San Joaquin

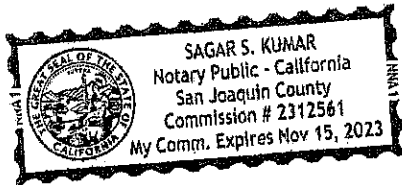
On December 08<sup>th</sup> 2021 before me,  
Date

Sagar S Kumar Notary Public, personally appeared,

David Naasz

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.

Notary Seal

Sagar S. Kumar  
Signature of Notary Public

## -----OPTIONAL-----

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 1 Number of Pages: 1

Signer(s) Other than Named Above: Jeff Tokunaga



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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.

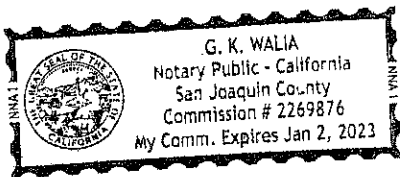
State of California }  
County of San Joaquin }

On December 3rd, 2021, before me, G. K. WALIA (Notary Public),

personally appeared Jeff Tokunaga

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

G. K. Walia

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

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 WATT; JEFFERY TOKUNAGA; STEPHEN NELSON; TODD BOWMAN;

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

**FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**

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 27<sup>th</sup> day of February, 2019.

*Antonio C. Albanese*

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

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> 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.



Suzanne C. Dello  
Notary Public, State of New York  
No. 02DE6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

*Suzanne C. Dello*

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 3 day of February, 2021

*Laura B. Guy*

Assistant Secretary



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
  - (a) How, when and where the "occurrence" or offense took place;
  - (b) The names and addresses of any injured persons and witnesses; and
  - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. Who Is An Insured – Unnamed Subsidiaries</b></p> <p><b>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</b></p> | <p><b>C. Incidental Medical Malpractice</b></p> <p><b>D. Blanket Waiver Of Subrogation</b></p> <p><b>E. Contractual Liability – Railroads</b></p> <p><b>F. Damage To Premises Rented To You</b></p> |
|--|---|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

## COMMERCIAL GENERAL LIABILITY

### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **Coverage B;** and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization

Job Description

ANY PERSON / ORG  
WHEN REQUIRED BY  
WRITTEN CONTRACT

ALL CA OPERATIONS

Policy Number: WPL 5058872 00

Insured: Delta Wireless Inc

Endorsement Effective: 01/01/2021

Coverage Provided by: Insurance Co of the West

Issue Date: 12/31/2020

Countersigned by:

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Delta Wireless, Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1700 W. Fremont Street</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Stockton, CA. 95203</b>			
7 List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
6	8	-	0	3	7	1	0	9	7

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Debra Thompson	Date ▶ <b>12/10/2021</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

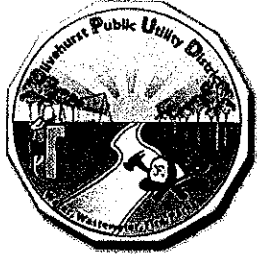
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



The following are Responsibilities and Clarifications regarding  
Delta Wireless bid response for  
WWTF Security Camera Equipment, Start-up & Installation

- Clarification: Payment Terms
  1. Payments to Delta Wireless are N-30
  
- Olivehurst WWTP Responsibilities:
  1. Provide adequate storage for all equipment when delivered to OPUD.
  2. Provide dedicated 120VAC 20A circuit within 6 ft of new cabinet for Security Camera Equipment in IT Room
  3. Provide dedicated 120VAC 20A at each light pole location, connecting to Delta Wireless control box for equipment power.
  4. Provide access to all areas where installation activities are necessary.
  5. Disposal of any equipment that was removed during the installation project.
  
- Clarification for remote viewing and speaker communications of Avigilon System:
  1. Olivehurst WWFT is required to provide an internet connection and port forwarding for remote connections.
  
- Clarification: Camera View Obstruction
  1. There will be a partial view obstruction on each camera due to the cameras being mounted on the light pole.



# OPUD

**Olivehurst Public Utility District**

*"Our mission is to provide high quality services to enhance  
our community's quality of life"*

## ADDENDA'S

➤ **ADDENDUM #1**

**CLOSING DATE DECEMBER 10, 2021, AT 3:00 PM.**

➤ **ADDENDUM #2**

**QUESTIONS HAVE BEEN BROUGHT TO OPUD ATTENTION AND WE WANTED TO SHARE WITH ALL POTENTIAL BIDDERS REGARDING RESPONSES IN ORDER FOR EVERYONE TO BE AWARE AND UP TO DATE. QUESTIONS ALONG WITH REMARK IN GREEN ALONG WITH ANY SUPPORTING DOCUMENTS ATTACHED FOR YOUR CONVENIENCE.**



**OLIVEHURST PUBLIC UTILITY DISTRICT**

*Our mission is to provide high quality services to enhance our community's quality of life.*



GENERAL MANAGER  
John C. Tillotson

November 30, 2021

**OPUD WWTF SECURITY CAMERA EQUIPMENT, START-UP & INSTALLATION PROJECT**

**Addendum 1**

To All Bidders,

The following changes are being made to the WWTF Security Camera Equipment, Start-Up and Installation Project Request for Bid:

1. Closing date December 10, 2021, at 3:00 pm.

Regards,

*Swarnjit Boyal*

Swarnjit Boyal,  
Public Works Engineer

# **OLIVEHURST PUBLIC UTILITY DISTRICT**

*Our mission is to provide high quality services to enhance our community's quality of life.*



**GENERAL MANAGER**

John C. Tillotson

December 03, 2021

## **OPUD WWTF SECURITY CAMERA EQUIPMENT, START-UP & INSTALLATION PROJECT**

### **Addendum 2**

To All Bidders,

The following questions have been brought to OPUD attention and we wanted to share with all potential bidders regarding responses in order for everyone to be aware and up to date. Please see questions below along with remark in green along with any supporting documents attached for your convenience.

1. Are there any conduit, boring or trenching requirement in this project? No
2. Is there an available building plan where those cameras propose to install? We have relative locations but they will be mounted on the poles on site which have power source to them. We plan on having wireless cameras where applicable. See attached map of approximate proposed locations. The goal is to cover as much ground cover as possible and they may change based on camera models used and area of coverage based on camera.
3. Do you have a Project Engineering estimate? We do not.
4. Are there any specific permits required? No specific permit required.
5. Pg5. Item # 1.02 asking for 16 total cameras. This information is incorrect. The bid, as shown on sheet 2 & 3 are correct which request a total of 17 cameras. Please have bids included for 17 cameras.
6. Would it be possible to remove builder risk since the install is not construction? No, it would not be possible. Contractors may damage building when installing cameras or light poles or any part of the facility due to installation (highly unlikely but it's something as a public agency we cannot take accountability for and require as part of the bid requirement).
7. Can you please send a location of the cameras and horn? See attached approximate location of 17 cameras. The fourteen (14) cameras are shown in green and red locations. In blue, please see location of three (3) blue dome cameras. These are shown as approximate locations and are subject to change. Camera 12 in attached image is to represent camera near gate but is shown as reference due to cut off of image. The desire is to cover as much square footage to cover the WWTF without compromising quality of camera footage. The four (4) horns do not have a designated location but will be mounted on large power poles on site with the goal of distributing sound evenly and covering WWTF as much as possible.
8. We never discussed where the horns are to be located. See comment 6 above.



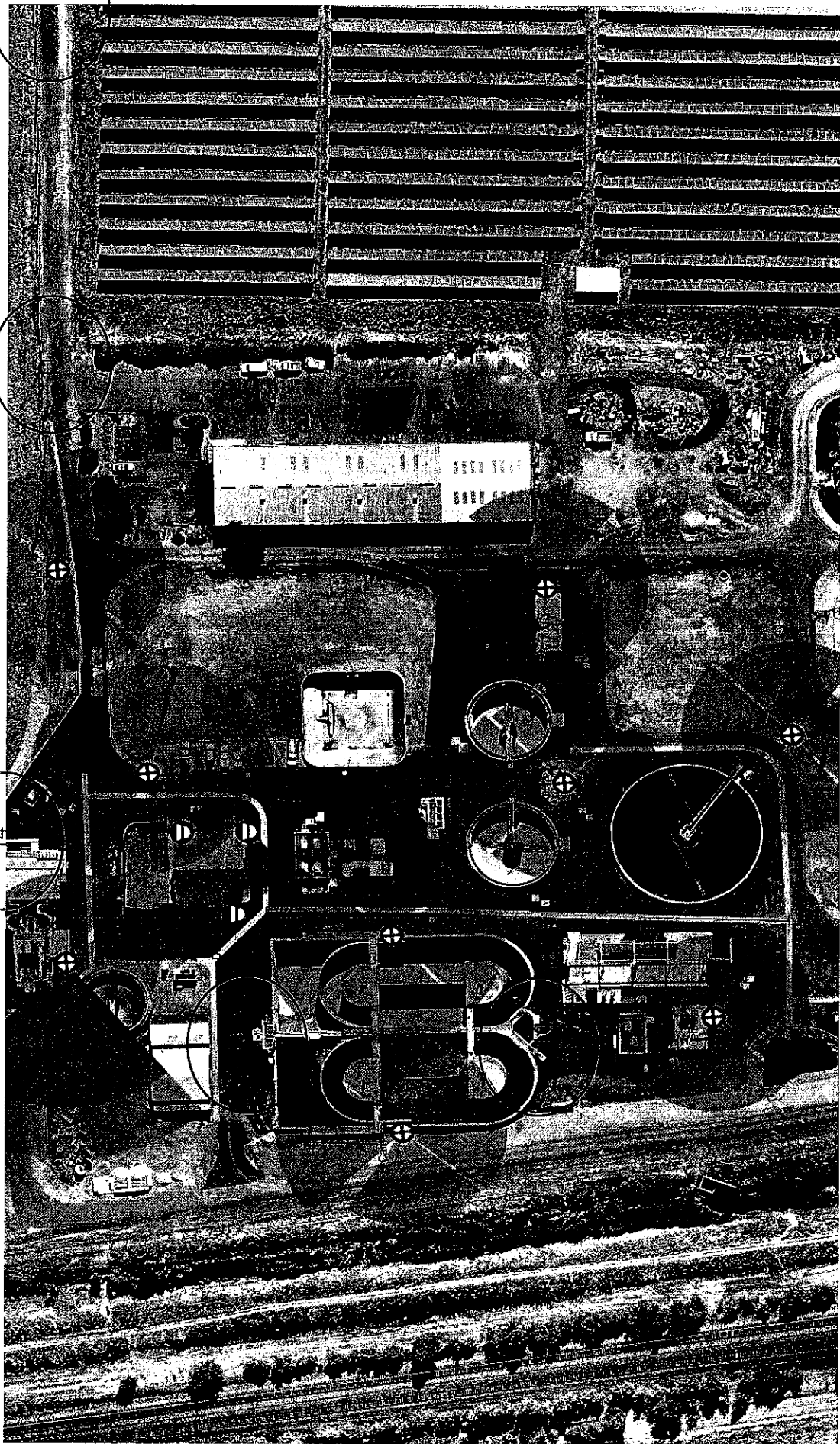
9. We never discussed where the dome cameras that were included in the package are supposed to be located. See comment 6 above.
10. Can we receive a list of bidders? Please see attached attachments.

IMPORTANT NOTE: For all who would like to revisit or have their initial site visit there will be a voluntary second site visit of the facility to be conducted on Monday, December 6<sup>th</sup> at 10 AM.

Regards,

Swarnjit Boyal

Swarnjit Boyal,  
Public Works Engineer



14



COMPANY NAME DATE:  
Gagnor Telesystems

9650 Tangueray Ct  
Mailing Address  
STREET

Precision West Team See page 2  
Precision West Team

CONTACT PERSON  
Maureen Gagnor

Redding  
CITY  
Shannon Conway  
Rocklin

PHONE (Include Area Code)  
530-223-2979

ZIP  
96003

916-215-1714

FAX (Include Area Code)  
mgagnor@gagnor  
telesys  
.com

Email (Optional)

Shannon Conway  
Precision West Team

COMPANY NAME DATE:  
Delta Wireless Inc

1700 W Fremont St  
Mailing Address  
STREET

PHONE (Include Area Code)  
209-676-1886

CONTACT PERSON  
Brent Fink

CITY  
Stockton

ZIP  
95203

FAX (Include Area Code)

Email (Optional)  
Brent.Fink@DeltaWireless  
Inc

COMPANY NAME DATE:  
3D Sunrise Global

1365 Sunrise Blvd  
Mailing Address  
STREET

3D Technology Services  
Kenney D. Moore

CONTACT PERSON

Rancho Cordova  
CITY

PHONE (Include Area Code)  
916-677

FAX (Include Area Code)

Email (Optional)  
kmoore@3DTSi.com



PROJECT: OPUD WWTF Security Camera Equipment, Start-Up & Installation Closing Date Monday December 3, 2021 3:30 PM @ OPL

COMPANY NAME DATE:

ADT

Mailing Address STREET

CONTACT PERSON

Robert Renberg

CITY

PHONE (Include Area Code)

1-559-259-2125

ZIP

FAX (Include Area Code)

Email (Optional)

Robert.Renberg@adt.com

COMPANY NAME DATE:

Precision West

Mailing Address STREET

CONTACT PERSON

Shanon ConDay

CITY

PHONE (Include Area Code)

916-215-1314

ZIP

FAX (Include Area Code)

Email (Optional)

Shanon@precision-west.com

COMPANY NAME DATE:

Mailing Address STREET

CONTACT PERSON

PHONE (Include Area Code)

FAX (Include Area Code)

CITY

ZIP

Email (Optional)