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

Date/Time: December 13, 2021 at 8:00 A.M.
Present: Public Works Engineer and Board Clerk
Location: General Manager’s Office, 1970 9th Ave, Olivehurst

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

The following bids were received:

<table>
<thead>
<tr>
<th></th>
<th>Company</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ADT California Communications</td>
<td>$95,801.02</td>
</tr>
<tr>
<td>2</td>
<td>Gaynor Telesystems, Inc.</td>
<td>$136,250.40</td>
</tr>
<tr>
<td>3</td>
<td>Delta Wireless, Inc.</td>
<td>$17,043.31</td>
</tr>
<tr>
<td>4</td>
<td>3D Technologies Services</td>
<td>$162,658.00</td>
</tr>
<tr>
<td>5</td>
<td>Precision West Telecommunications</td>
<td>$93,770.09</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIRM</td>
<td>California Communications</td>
<td>Gaynor Telesystems, INC</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>--------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Contract Received</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Bonds Received</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Insurance Certificate Received</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Contractors Registration # with DiR</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Complys with AB626 (Time Sensitive Change Orders)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
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

- 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

- 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

Date

209-948-9611 office  \ 209-948-0103 fax
ADVERTISEMENT FOR BIDS

Olivehurst Public Utility District
1970 9th Avenue
P.O. Box 670
Olivehurst, CA 95961

Scaled 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, 3rd, 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 9th 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 9th 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, Public Works Engineer
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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>P/N</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>ACC-SPEAKER</td>
<td>IP Horn Speaker with ACC to provide Bidirectional audio or equivalent subject to approval of the District.</td>
</tr>
<tr>
<td>2</td>
<td>14</td>
<td>H4-MT-POLE1</td>
<td>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.</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
<td>IRPT-MNT-WALL1</td>
<td>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.</td>
</tr>
<tr>
<td>4</td>
<td>14</td>
<td>H4AMH-DO-COVR1</td>
<td>Outdoor Dome Cover for H4 Multisensor or equivalent subject to approval of the District.</td>
</tr>
<tr>
<td>5</td>
<td>14</td>
<td>H4AMH-AD-PEND1</td>
<td>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.</td>
</tr>
<tr>
<td>6</td>
<td>17</td>
<td>ACC-STD-SMART-1YR</td>
<td>ACC Standard Smart Plan, 1 year or equivalent subject to approval of the District.</td>
</tr>
<tr>
<td>7</td>
<td>17</td>
<td>ACC7-STD</td>
<td>ACC 7 Standard camera channel or equivalent subject to approval of the District.</td>
</tr>
<tr>
<td>8</td>
<td>14</td>
<td>POE-INJ2-60W-NA</td>
<td>Indoor single port Gigabit PoE++ 60W or equivalent subject to approval of the District.</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>S8P-124W-NA</td>
<td>10-port Gigabit (8 PoE) Managed Switch, 124W - NA or equivalent subject to approval of the District.</td>
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<td>-----------------------------------------------------------------</td>
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</tr>
<tr>
<td>10</td>
<td>3</td>
<td>2.0C-H5A-D01-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.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>14</td>
<td>12C-H4A-4MH-360 4x 3 MP, WDR, LightCatcher, 2.8mm, Camera Only or equivalent subject to approval of the District.</td>
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<td></td>
<td></td>
<td><strong>STORAGE</strong></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>AINVR-VAL-12TB-NA AI NVR Value, 12TB, NA or equivalent subject to approval of the District.</td>
<td></td>
</tr>
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<td></td>
<td></td>
<td><strong>INSTALLATION</strong></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>1</td>
<td>Provide Installation of a turn-key system that is fully operational subject to District Inspection and acceptance.</td>
<td></td>
</tr>
</tbody>
</table>

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

Delta Wireless, Inc.
Name of BIDDER

1700 W. Fremont Street
Business Address

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:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>TOTAL ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Permits, Bonds, Insurance, Mobilization, set up, &amp; OSHA</td>
<td>LS</td>
<td></td>
<td>$904.00</td>
</tr>
<tr>
<td>1.02</td>
<td>Equipment &amp; Start-Up Cost for 13 outdoor facility cameras and 3 dome cameras for in-building/door location monitoring with operator communication system.</td>
<td>LS</td>
<td></td>
<td>$52,339.31</td>
</tr>
<tr>
<td>1.03</td>
<td>System Installation</td>
<td>LS</td>
<td></td>
<td>$13,800.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>TOTAL BID AMOUNT</th>
<th>$ 67,043.31</th>
</tr>
</thead>
<tbody>
<tr>
<td>Write out figures:</td>
<td>Sixty seven thousand fourty three dollars and thirty one cents</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Work to be Performed</th>
<th>Percent of Total Contract</th>
<th>Subcontractor's Name and Address</th>
<th>DIR #</th>
<th>CSLB Lic. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>No Subcontractor's will be used for this Bid.</td>
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<td>9.</td>
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</tr>
</tbody>
</table>
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

Address  1700 W. Fremont Street

Title

Stockton, CA. 95203

License Number (if applicable)  748224 C-7

Attest  Debra Thompson, Financial Business Manager

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 ___________ (hereinafter called “OWNER”),
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:

CONTRACT (AGREEMENT)
"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:**

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**Principal:**

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**Surety:**

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The rate of premium on this bond is _________________ per thousand.

PERFORMANCE BOND
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

Attest:

__________________________
Date

Attorney-in-Fact:

__________________________
Signature

__________________________
Name

__________________________
Title

Attest:

__________________________
Date

Surety:

__________________________
Signature

__________________________
Name

LABOR AND MATERIAL BOND
LICENSE AND CERTIFICATES

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

C-7: LOW VOLTAGE SYSTEMS

Witness my hand and seal this day.

Issued April 17, 1998
February 8, 1999

CERTIFIED COPY

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand, upon approval, or invalidation for any reason. It becomes invalid if not renewed.

Signature of Licensee

Signature of License Qualifier

748224

License Number
748224

DELTA WIRELESS INC DBA DELTA NETWORK SOLUTIONS

Class/Scope: C-7

Expiration: 04/30/2022

www.csib.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
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
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

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Times Displayed in (UTC-07:00) PDT (America/Los_Angeles)
BONDS AND CERTIFICATE OF INSURANCE

➢ Bid Bond
➢ Certificate of Insurance
➢ W-9

△ DELTA
Wireless, Inc.
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 Obligee, hereinafter called the Obligee, 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 Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee 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 Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee 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)

____________________________
(Witness)

Delta Wireless, Inc.
(Principal)

____________________________
David Naga, President

____________________________
Nationwide Mutual Insurance Company
(Surety)

____________________________
Jeff Okunaga, Attorney-in-Fact

SEE ATTACHED NOTARIZED FORM
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 09th, 2021 before me,

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), if any, are subscribed to the within instrument and acknowledged to me that, before 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

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: / 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 Toshihiko 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.

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 end 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, bonds, 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, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this Instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

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

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: as
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed herein 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. Cline
Notary Public, State of New York
No. 02099115240
Qualified in Westchester County
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 3rd day of December, 2021.

Laura B. Guy
Assistant Secretary

BDJ 1(02-19)00
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>CONTACT NAME</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trux Insurance Agency</td>
<td>Crystal Ledgea</td>
<td>(209) 477-1111</td>
</tr>
<tr>
<td>Stockton, CA 95207</td>
<td></td>
<td>(209) 478-2217</td>
</tr>
<tr>
<td>INSURED</td>
<td></td>
<td>EMAIL: <a href="mailto:C.Ledgea@truxine.com">C.Ledgea@truxine.com</a></td>
</tr>
<tr>
<td>Delta Wireless, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1700 W. Fremont Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stockton, CA 95203</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COVERAGE

<table>
<thead>
<tr>
<th>CERTIFICATE NUMBER:</th>
<th>21 GUBA/WCSX</th>
<th>REVISION NUMBER:</th>
</tr>
</thead>
</table>

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L SUBROG.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Y Y</td>
<td>CO6C767075</td>
<td>01/15/2021</td>
<td>01/15/2022</td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td>1,000,000</td>
<td>EACH OCCURRENCE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td></td>
<td>300,000</td>
<td>DAMAGE TO TENANT'S PREMISES (EXC. OCCURRENCE)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,500 Deductible</td>
<td></td>
<td>5,000</td>
<td>MED EXP. (ANY PERSON)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>90% AGGREGATE LIMIT APPLIES PER POLICY</td>
<td></td>
<td>1,000,000</td>
<td>PERSONAL &amp; ANY INJURY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACT. PROJ.</td>
<td></td>
<td>2,000,000</td>
<td>GENERAL AGGREGATE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LOC</td>
<td></td>
<td>2,000,000</td>
<td>PRODUCTS &amp; COMMODITIES</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>Y Y</td>
<td>8100N374873</td>
<td>01/15/2021</td>
<td>01/15/2022</td>
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<tr>
<td></td>
<td>ANY AUTO</td>
<td></td>
<td>1,000,000</td>
<td>COVERED SINGLE LIMIT</td>
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<tr>
<td></td>
<td>OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td>BODY INJURY (PER PERSON)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NON-OWNED AUTOS ONLY</td>
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<td></td>
<td>BODILY INJURY (PER ACCIDENT)</td>
<td></td>
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<tr>
<td></td>
<td>SCHEDULED AUTOS</td>
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<td></td>
<td>PROPERTY DAMAGE (PER ACCIDENT)</td>
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<td></td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y N Y</td>
<td>WPI555587200</td>
<td>01/01/2021</td>
<td>01/01/2022</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/OWNER/EVENT ORGANIZER/EMPLOYEE (EXCLUDED)</td>
<td></td>
<td></td>
<td>E.I. EACH OCCIDENT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Mandatory in NH)</td>
<td></td>
<td></td>
<td>E.I. DISEASE - E.A. EMPLOYEE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, describe under</td>
<td></td>
<td></td>
<td>E.I. DISEASE - POLICY LIMIT</td>
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</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>EXCESS LAYER LIABILITY</td>
<td>Y</td>
<td>5590001955-01</td>
<td>01/15/2021</td>
<td>01/15/2022</td>
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<tr>
<td></td>
<td>EXCESS LiAB</td>
<td></td>
<td>$3,000,000</td>
<td>Each Occurrence</td>
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<tr>
<td></td>
<td>OCCUR</td>
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<td>Aggregate Limit</td>
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<td>CLAIMS-MADE</td>
<td></td>
<td>$3,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Olivehurst Public Utility District is named additional insured on a primary & non-contributory basis with waiver of subrogation regarding the general liability & auto liability when required under written contract per form CGD245 0419, CGD316 0219, CGT100-0219, CAT353 0216, CAT474-0216. A workers compensation waiver of subrogation applies per form WC 99 08 34.

CERTIFICATE HOLDER

Olivehurst Public Utility District
1970 9th Avenue
Olivehurst, CA 95961

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 28 (2016/03) The ACORD name and logo are registered marks of ACORD

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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.

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.

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

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".
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.
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.
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 violatons) 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.
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

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON / ORG</td>
<td>ALL CA OPERATIONS</td>
</tr>
<tr>
<td>WHEN REQUIRED BY</td>
<td></td>
</tr>
<tr>
<td>WRITTEN CONTRACT</td>
<td></td>
</tr>
</tbody>
</table>

Policy Number: WPL 5058872 00

Endorsement Effective: 01/01/2021

Issue Date: 12/31/2020

Insured: Delta Wireless Inc

Coverage Provided by: Insurance Co of the West

Countersigned by:
# Form W-9

## Request for Taxpayer Identification Number and Certification

> Go to www.irs.gov/FormW9 for instructions and the latest information.

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name</td>
<td>(as shown on your income tax return). Name is required on this line; do not leave this line blank. Delta Wireless, Inc.</td>
</tr>
<tr>
<td>2. Business name/disregarded entity name, if different from above</td>
<td></td>
</tr>
<tr>
<td>3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following boxes.</td>
<td>4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).</td>
</tr>
<tr>
<td>Individual/sole proprietor or single-member LLC</td>
<td>Exempt payee code (if any)</td>
</tr>
<tr>
<td>Corporation</td>
<td>Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td>S Corporation</td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td></td>
</tr>
<tr>
<td>Trust/estate</td>
<td></td>
</tr>
<tr>
<td>Limited liability company. Enter the tax classification (C=corporation, S=corporation, P=Partnership)</td>
<td></td>
</tr>
<tr>
<td>Notes: 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.</td>
<td></td>
</tr>
</tbody>
</table>

### 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.

### 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.

### 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.

### Purpose of Form

An individual or entity (Form W-9 requestor) 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-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 1098-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.
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
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 6th at 10 AM.

Regards,

Swarnjit Boyal

Swarnjit Boyal,
Public Works Engineer
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<td>Maureen Gaynor</td>
<td>530-223-2979</td>
<td>96003</td>
<td><a href="mailto:mgaynor@gaynor-tele.com">mgaynor@gaynor-tele.com</a></td>
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<td>Precision West</td>
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