

AMENDMENT NO. 2
TELSTAR INSTRUMENTS

SCADA and INSTRUMENTATION MAINTENANCE
AGREEMENT

This AMENDMENT NO. 2 TO SCADA and INSTRUMENTATION MAINTENANCE AGREEMENT ("Amendment No. 2"), is made and entered this ____ day of _____, 2026, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and TELSTAR INSTRUMENTS, a California corporation, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a SCADA and Instrumentation Maintenance Agreement on July 1, 2023 and Amendment No. 1 on September 17, 2025 to provide supervisory control and data acquisition and instrumentation, maintenance and integration services (collectively the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, CITY has advised CONTRACTOR of its intent to extend the term of the original Agreement for an additional two (2) years until June 30, 2028; and
3. WHEREAS, CITY also requests to add funds in an amount not to exceed \$175,000, for a total Agreement amount not-to-exceed \$580,000 and requests to amend the Agreement fee schedule as set forth in Exhibit 2, attached hereto and made a part of; and
4. WHEREAS, CITY and CONTRACTOR agree to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

TELSTAR INSTRUMENTS, a California Corporation

AARON M. BUSCH
Interim City Manager

KYLE A. JOHNSEN
Vice President

ATTEST:

OLIVIA NASHED
City Clerk

APPROVED AS TO FORM:

JOHN M. LUEBBERKE
Interim City Attorney



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

May 11, 2026

City of Lodi
2001 W Turner Rd
Lodi, CA 95242.

Sent via Email: tkahrs@lodi.gov

Attn: Travis Kahrs
Subject: SCADA and Instrumentation Maintenance (**Time and Materials Rate Sheet**)
Reference: SR 30-44797

Dear Travis,

Telstar Instruments is pleased to provide this quotation for SCADA and instrumentation maintenance services for the City of Lodi water and wastewater facilities. Services will be provided on a time and materials basis. Hourly rates for various categories of technicians, programmers, and engineers are provided herein. Anticipated scope items that will be provided under this SCADA and instrumentation maintenance services agreement follow.

This proposal extends the existing contract term by two (2) years through June 2028, and provides additional contract funding in the amount of \$175,000. The Time & Materials (T&M) rates listed below are valid through December 2026. Thereafter, rates will be adjusted annually to account for inflation and cost-of-living increases and will be submitted to the City each year for review and approval.

Anticipated Scope of Services

Instrument Maintenance – calibration and troubleshooting for hydraulic and analytical instrumentation at the water and wastewater facilities.

SCADA Maintenance – maintain backup SCADA computers and PLCs; apply Microsoft and Wonderware updates as applicable; evaluate system for deficiencies; address operations identified maintenance items.

On-call Emergency Services – Telstar maintains 24/7 emergency Instrumentation and SCADA support for its customers. Provide as-needed emergency controls system support services for the water and wastewater facilities.

Project Integration – provide SCADA integration services for various new and existing storm water, water, and wastewater facilities, as needed. Incorporate facilities into existing SCADA, communications, and PLC systems.

- **Scope of Supply/Services – Task: Well Site, Sewer Lift Station, and Storm Station PLC Replacements:**

4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



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 Contractor DIR #100000899

Additionally, Telstar is pleased to provide the following quote for the replacement of one Well Site PLC, one Sewer Lift Station PLC, and one Storm Station PLC.

1. Procurement and Installation of PLC Hardware for Three Locations:

| QTY | Part Number | Description |
|-----|-------------|---|
| 3 | BMEXBP0600 | 6-slot Ethernet backplane |
| 3 | BMXCPS3500 | Power Supply for Modicon X80 (115/240V AC, 36W) |
| 3 | BMXP342020 | PLC CPU |
| 3 | BMXDDM16022 | 8 discrete inputs & 8 discrete outputs module |
| 3 | BMXFTB2800 | Screw-type terminal block (28 STD points) |
| 3 | BMXAMM0600 | 8 Analog inputs & 2 Analog outputs module |
| 3 | BMXFTB2800 | Screw-type terminal block (28 STD points) |
| 3 | BMXNOE0100 | Ethernet communication module |

2. Site Selection:

- Once the quote is approved, specific (1) well site, (1) lift station, and (1) storm station will be selected for replacement.

3. PLC Installation:

- Telstar’s electricians will replace the existing SCADA Pack PLCs with new M340 PLCs.
- Telstar will prepare and provide **as-built I/O drawings** for the site with the new PLC I/O cards.

4. PLC Installation Considerations:

- The existing SCADA Pack units have smaller dimensions compared to the new M340 rack units. If necessary, the M340 PLCs will be installed vertically.
- Attached is the existing SCADA Pack space for reference.

5. Programming and Functional Startup:

- Telstar will develop and program the PLCs for these three locations.
- A functional Startup will be performed in coordination with Operations and staff.

(Task:) Lump Sum Price Estimate for this Scope\$90,788.00
 Shipping and Handling for Telstar Supplied Materials IS INCLUDED
 Sales Tax IS INCLUDED



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By accepting this proposal from Telstar you agree to treat this as confidential information.

TIME AND MATERIALS RATES

| | |
|---|-----------------------------|
| Project Manager | \$273.00/hour |
| Senior PLC/SCADA Programmer | \$262.00/hour |
| Instrument Technician | \$196.00/hour |
| Controls Engineer..... | \$268.00/hour |
| Foreman Electrician | \$215.00/hour |
| Vehicle/Tools/Test Equipment | \$268.00/day |
| Fuel Surcharge (Standard) | 40%, 50%, 60% |
| Mileage | Per standard milage rates |
| Travel Expenses | Per standard per diem rates |
| Materials Markup..... | Cost +20% |
| PLC Programming Software/Hardware/License Usage | \$22.00/hour |

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to Industry Material Pricing and Delivery clause under Terms and Conditions)
- b. This quotation is based on the inclusion of Telstar’s standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Time and materials rates are valid through December 31,2026. Rates will be increased on an annual basis for inflation / cost of living expenses.
- d. Technician billable time starts from point of origin and continues to time of return to Telstar office or point of origin. Travel time is billed as straight time.
- e. Overtime rate is applied for hours worked in excess of 8 up to and including 12 hours Monday–Friday during normal business hours of 7 am to 5 pm. Overtime is applied for hours worked up to and including 12 hours on Saturday and up to and including 8 hours on Sunday. Double-time rate is applied for hours worked in excess of 12 hours Monday-Saturday and for hours worked in excess of 8 hours on Sunday. Overtime rate will be billed at 1.5 times base rate and double-time will be billed at 2 times base rate.
- f. On-site service calls carry a 4-hour minimum per person; time over 4 hours is charged as 8 hours. The minimum charge for remote support is 2 hours.
- g. Telstar is available 24 hours per day, 7 days a week to provide remote and on-site service. On-site emergency calls carry a 4-hour minimum.
- h. A flat rate emergency fee is charged for all unscheduled work.
- i. A fee of 2% will be applied to all invoices paid by credit card.

TERMS AND CONDITIONS

Base Terms: The attached Quotation is valid for 30 days from the date of Telstar Instruments’ (“Telstar”) quotation. Acceptance of Telstar’s Quotation constitutes a binding Agreement incorporating these Terms and Conditions (“Agreement”). Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th



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Contractor DIR #100000899

day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Overtime and premium labor hours are not included in the quotation, and will result in an additional charge. Service calls are charged at a 4-hour minimum per person, excluding travel time, which is charged separately. Unless expressly stated in the Quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work. The term "Equipment" and "Services" as used in these Terms and Conditions refers to the materials and labor provided by Telstar under this Agreement.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or Services, downtime costs, delays, or claims of customers of Customer, their officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim, whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any Equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment or Services that are the subject of the claim. (b) All causes of action against Telstar arising out of or relating to this Agreement, or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, pandemics, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Agreement, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Agreement constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Agreement may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.



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Contractor DIR #100000899

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Customer must promptly inform Telstar when a project will be registered on the Department of Industrial Relations. Customer must inform Telstar if Certified Payroll Reports are required to be submitted to Customer. If Customer requests Certified Payroll Reports beyond four weeks in arrears, Customer may be charged an administrative processing fee of \$50.00 per week generated for said reports.

Authorized Signers: Only the following officers of Telstar have the legal authority to enter into binding agreements on behalf of Telstar: John D. Gardiner (President), Kyle A. Johnsen (Vice President), Robert S. Marston (Secretary), Benjamin R. Herston (Treasurer). If a document is signed by an unauthorized person, the document will be void and unenforceable.

Industry Material Pricing and Delivery: Telstar is unable to hold prices on materials for more than 7 days from the dates of the Quotation. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers can experience delays due to labor shortages, shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Material price fluctuations due to tariffs are not included in the quotation and may not be known until time of material shipment. Additional material costs associated with tariffs will be paid by the customer. Telstar reserves the right to change the delivery date and pricing of materials set forth in this Quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Insurance: Telstar's standard insurance limits will apply.

Open Shop: Telstar is an Open Shop contractor and will not be signatory to any unions.

Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Waiver: The failure of Telstar to insist upon the performance of any term or condition of this Agreement shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.

Severability: If any term of this Agreement is determined to be invalid or unenforceable under any applicable statute, regulation, ordinance, or other law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining portions of this Purchase Order shall remain in full force and effect.

Dispute Resolution: In the event of any dispute arising from or relating to this Agreement, the parties agree to engage in informal efforts toward resolution by meeting in person. If such efforts are unsuccessful, the parties agree to submit the dispute to mediation with a neutral mediator for resolution, with the parties sharing the costs of such mediation equally. If the parties are unsuccessful in resolving their dispute, then the dispute shall be subject to litigation. If the dispute involves a public entity Owner, then the parties shall comply with the requirements of Public Contract Code section 9204

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Suresh Patil
Programming Manager
Telstar Instruments
(916) 646-1999

EXHIBIT 1 to Amendment No. 2

AMENDMENT NO. 1

TELSTAR INSTRUMENTS SCADA and INSTRUMENTATION MAINTENANCE AGREEMENT

THIS AMENDMENT NO. 1 TO SCADA and INSTRUMENTATION MAINTENANCE AGREEMENT ("Amendment No. 1"), is made and entered this 17th day of September, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TELSTAR INSTRUMENTS, a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a SCADA and Instrumentation Maintenance Agreement on July 1, 2023 for supervisory control and data acquisition and instrumentation, maintenance and integration services ("Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to add funds under the Agreement in an amount of \$180,000, for a total Agreement amount not-to-exceed \$405,000; and
3. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

TELSTAR INSTRUMENTS, a California corporation
hereinabove called "CONTRACTOR"

James Lindsay
JAMES LINDSAY
Acting City Manager

Kyle A. Johnsen
KYLE A. JOHNSEN
Vice President

for
Attest:

Olivia Nashed
OLIVIA NASHED, City Clerk

Approved as to Form:

for Katie O. Lucchesi
KATIE O. LUCCHESI, City Attorney

EXHIBIT A



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

May 15, 2023

City of Lodi
Sent via email: Travis Kahrs

Attn: Travis Kahrs
Proj: City of Lodi SWTP & SCADA
Subj: SCADA and Instrumentation Maintenance
Ref: 30- 41571 (2023-2024 Service Rates)

Dear Andrew/Travis/Tosha,

Telstar Instruments is pleased to provide this quotation for SCADA and instrumentation maintenance services for the City of Lodi water and wastewater facilities. Services will be provided on a time and materials basis. Hourly rates for various categories of technicians, programmers, and engineers are provided herein. Anticipated scope items that will be provided under this SCADA and instrumentation maintenance services agreement follow.

Anticipated Scope of Services

Instrument Maintenance – calibration and troubleshooting for hydraulic and analytical instrumentation at the water and wastewater facilities.

SCADA Maintenance – maintain backup SCADA computers and PLCs; apply Microsoft and Wonderware updates as applicable; evaluate system for deficiencies; address operations identified maintenance items.

On-call Emergency Services – Telstar maintains 24/7 emergency Instrumentation and SCADA support for its customers. Provide as-needed emergency controls system support services for the water and wastewater facilities.

Project Integration – provide SCADA integration services for various new and existing storm water, water, and wastewater facilities, as needed. Incorporate facilities into existing SCADA, communications, and PLC systems.

EXHIBIT B



**Contractor License #422364
Contractor DIR #100000899**

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

**Time and Material Rates, Normal Working Hours
Rates are valid through June 30, 2024**

| | |
|--|---------------|
| Instrumentation Technician | \$162.00/hr |
| California Certified Electrician | \$169.00/hr |
| PLC/SCADA Computer Programmer | \$221.00/hr |
| Engineer (registered CA Professional Engineer) | \$232.00/hr |
| Vehicle Usage/Test Equipment/Tool charge | \$220.00/day |
| Materials | Cost Plus 15% |
| Fuel Surcharge | 40% |

Notes on Labor Rates:

1. Rates are valid through June 30, 2024. Rates will be increased on an annual basis for inflation / cost of living expenses.
2. Travel time is billed portal to portal at the above rates.
3. Overtime is anything after 8 hours Monday – Friday. Time outside of normal business hours Monday – Friday, and time on Saturday and Sunday is billed at Overtime / Emergency Rates.
4. Onsite service calls carry a 4-hour minimum per person; time over 4 hours is charged as 8 hours. Minimum charge for remote support is 2 hours.
5. Telstar is available 24 hours per day, 7 days a week to provide remote and onsite services as needed for your SCADA system. Onsite emergency calls carry a 4-hour minimum.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Telstar labor will be billed against this contract on a monthly basis and each invoice will show your remaining balance. A minimum of 25% of the contract value must be expended in FY 23/24. The remaining balance of the contract up to 75% may be rolled over to the next fiscal year.
- b. This agreement provides you guaranteed response time for remote support within 2 to 4 hours of your call for service.
- c. This agreement provides you guaranteed response time for normal on-site support within 24 hours of your call for service.
- d. This agreement provides you guaranteed response time for emergency on-site support within 8 hours of your call for service.
- e. All pricing is based on Telstar’s standard Terms and Conditions.
- f. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- g. We assume no responsibility for performance, applicability, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.

TERMS AND CONDITIONS



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

Base Terms: Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 45 days from date of invoice. If payment is not received by the 45th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Telstar relies upon Customer's representations as to whether this Project requires payment of prevailing wages. Customer agrees to defend, indemnify and hold Telstar harmless from and against any and all claims, actions and demands, including but not limited to payment of legal fees, fines, back pay, and any penalties or interest, associated with Customer's inaccurate representation of whether prevailing wages are required to be paid.

TELSTAR'S COVID AND INDUSTRY CLAUSE RE: MATERIAL PRICING AND DELIVERY: Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to COVID-19 staffing, a shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Telstar reserves the right to amend the delivery date and the price of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Suresh Patil
Programming Manager
Telstar Instruments
(916) 646-1999

Not To Exceed \$225,000.00

City of Lodi

Stephen Schwabauer
City Manager

Approved as to Form:

JANICE D. MAGDICH
City Attorney

ATTEST:

OLIVIA NASHED
City Clerk



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
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TELSTAR'S COVID AND INDUSTRY CLAUSE RE: MATERIAL PRICING AND DELIVERY: Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to COVID-19 staffing, a shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Telstar reserves the right to amend the delivery date and the price of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Suresh Patil
Programming Manager
Telstar Instruments
(916) 646-1999

A handwritten signature in blue ink, appearing to read "Suresh Patil", is written over a horizontal line.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Janice D. Magdich", is written over the printed name.

JANICE D. MAGDICH
City Attorney



EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts (Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad as** ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.