

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 ____ day of _____, 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
Acting City Manager

SURESH PATIL
Programming Manager

Attest:

OLIVIA NASHED, City Clerk

Approved as to Form:

KATIE O. LUCCHESI, City Attorney



EXHIBIT A

Contractor License #422364
Contractor DIR #1000000899

**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
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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



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Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
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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
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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



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Contractor DIR #1000000899

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Sincerely,

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


Signature of Suresh Patil

Approved as to Form:


JANICE D. MAGDICH
City Attorney