



Contractor License #422364
Contractor DIR #1000000899

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

October 23, 2025

Visalia Collections
7579 Avenue 288
Sent via Email: rick.paredes@visalia.city

Attn: Rick Paredes
Subject: Visalia Collections Radio Upgrade
Reference: 20-45000

Drawings: N/A
Specifications: N/A

Dear Rick,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer").

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

SCOPE OF SUPPLY / SERVICES:

1. Telstar will provide, configure, and install fourteen (14) new GE Orbit Cellular Radios to replace existing serial radios.
 - a. One (1) new master radio at Wastewater Plant.
 - b. Thirteen (13) lift station radios.

Note: SIM cards to be provided by the City of Visalia.

2. Telstar will provide, install, and configure nine (9) new 5069 CompactLogix PLC's and nine (9) new 1769 Ethernet Communication modules to upgrade the stations with obsolete hardware.
 - a. **Note: this is necessary as nine of the thirteen Lift Stations processors do not support ethernet communication. The use of serial-to-ethernet converters is strongly discouraged with cellular radios.**
3. Telstar will modify existing Lift Station PLC programming to utilize new hardware where required.
4. Telstar will update the SCADA system with direct communication to lift stations removing the need of a Master PLC.



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5. Telstar will provide startup and testing of complete system.

Lump Sum Price for this Scope \$112,278.00

Shipping and Handling for Telstar Supplied Materials IS INCLUDED

Sales Tax IS INCLUDED

This quotation is based on Customer's representation that this IS a prevailing wage project.

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. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Please reference the above stated quote number in all correspondence and purchase orders.
- f. 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 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



Contractor License #422364
Contractor DIR #100000899

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, pandemic, 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 effect.

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: 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.



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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,

Konor Meeks
Hanford Branch Manager
Telstar Instruments
559.584.7116
kmeeks@telstarinc.com